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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92043152
Party	Defendant SANTANA'S GRILL, INC.
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Certified Copy

ARTURO SANTANA  
GALLEGO,

Petitioner,

vs.

SANTANA'S GRILL, INC.,

Registrant.

Cancellation Nos. 92043152  
(Consolidated) 92043160  
92043175

Deposition of CLAUDIA VALLARTA

Friday, April 4, 2008

501 West Broadway, , Suite 1700

San Diego, California

Vivian R. Weiss, RPR, CSR No. 12380



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21 ALSO PRESENT:

22

23 Arturo Santana Gallego

24

25 Arturo Santana-Lee

26

27 Arturo Castaneda

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1 I N D E X

2 WITNESS

3 CLAUDIA VALLARTA

4

5 EXAMINATION BY

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6 Mr. Sandstrum

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11 E X H I B I T S

12 EXHIBIT NO.

DESCRIPTION

PAGE

13 (All exhibits are photocopies  
14 unless otherwise indicated.)

15 29 10/11/91 Letter from Claudia 12  
16 Vallarta-Santana to Dr. George  
17 Farres re lease for 1480  
Rosecrans restaurant, Bates  
No. SG00051 (1 page)

18 30 Fictitious Business Name 13  
19 Statement for Santana's Mexican  
Food at 1480 Rosecrans Street  
(1 page)

20 31 12/31/91 City of San Diego 13  
21 Business Taxes Section,  
reporting change in ownership,  
Bates No. SG00052 (1 page)

22 32 1/9/92 Fictitious Business Name 14  
23 Statement, Santana's Mexican  
24 Food, 1480 Rosecrans Street,  
Bates Nos. SG00002 and SG00003  
(2 pages)

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34	1/27/92 City of San Diego Business Taxes Section, reporting change in ownership, Bates No. SG00053 (1 page)	16
35	1/3/97 Fictitious Business Name Statement, Santana's Mexican Food, 1480 Rosecrans Street, Bates No. SG00004 (1 page)	17
36	4/14/98 Fictitious Business Name Statement, Santana's Mexican Food, 1480 Rosecrans Street, Bates Nos. SG00006 and SG00007 (2 pages)	17
37	1/24/03 Fictitious Business Name Statement, Santana's Mexican Food, 1480 Rosecrans Street, Bates Nos. SG00008 and SG00009 (2 pages)	18
38	1/3/97 Fictitious Business Name Statement, Santana's Mexican Food, 1525 Morena Boulevard, Bates No. SG00010 (1 page)	22
39	4/14/98 Fictitious Business Name Statement, Santana's Mexican Food, 1525 Morena Boulevard, Bates No. SG00011 (1 page)	23

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41	11/21/97 Guaranty of Lease, Bates Nos. SG00062 and SG00063 (2 pages)	26
42	11/21/97 Shopping Center Lease between Lear Investments and Arturo L. Santana, Bates Nos. SG00064 to SG00069 (6 pages)	27
43	10/16/97 Canceled Check No. 1922 to Benefit Land Title from Claudia Vallarta re Midway Deposit (1 page)	28
44	Menu for Santana's Mexican Grill, Es Muy Bueno, Home of California Burrito (1 page)	29
45-A to 45-G	12/18/97 to 12/18/2004 Mid-Century Insurance declarations re Santana's Mexican Grill, 411 Broadway, El Cajon CA (7 pages)	30
46	12/18/97 Additional Insured Endorsement for Lear Investments re Santana's Mexican Grill, 411 Broadway, El Cajon (1 page)	31
47	12/17/97 Fictitious Business Name Statement, Santana's Mexican Grill, 411 Broadway Street, El Cajon, Bates No. SG00288 (1 page)	32

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48-B	4/14/98 Fictitious Business Name Statement, Santana's Mexican Grill, 3742 Midway Drive, Bates Nos. SG00015 and SG00016 (2 pages)	33
49	5/16/02 Fictitious Business Name Statement, Santana's Mexican Grill, 580 South Pacific Street, San Marcos, Bates No. SG00019 (1 page)	35
50	9/15/03 Fictitious Business Name Statement, Santana's Mexican Grill and Santana's Mexican Food, 719 West Washington Street, Bates No. SG00020 (1 page)	36
51	5/12/04 Fictitious Business Name Statement, Santana's Mexican Grill and Santana's Mexican Food, 2303 Garnet Avenue, Bates No. SG00021 (1 page)	37
52	Logo for Santana's Mexican Food, Es Muy Bueno, Home of Famous California Burrito (2 pages)	38
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\* \* \*

1 SAN DIEGO, CA; FRIDAY, APRIL 4, 2008; 10:18 A.M.

2

3 CLAUDIA VALLARTA,

4 having been administered an oath, was examined and  
5 testified as follows:

6

7 EXAMINATION

8 BY MR. SANDSTRUM:

9 Q. Good morning.

10 A. Good morning.

11 Q. Can you state and spell your name for the  
12 record.

13 A. Claudia Vallarta, C-l-a-u-d-i-a  
14 V-a-l-l-a-r-t-a.

15 Q. Are you currently employed with a company  
16 called Santana's Grill, Inc.?

17 A. No, I'm not.

18 Q. Were you ever employed with a company called  
19 Santana's Grill, Inc.?

20 A. Yes, I was. I owned it until April 30th,  
21 2007.

22 Q. When did you become an owner of Santana's  
23 Grill, Inc.?

24 A. In 1998, April 3rd.

25 Q. And while you were employed -- were you an

1 owner of Santana's Grill, Inc. --

2 A. Yes, I was.

3 Q. Let me finish my question.

4 Were you an owner of Santana's Grill, Inc.,  
5 from the time it was incorporated in April of 1998 until  
6 the time you ceased being employed there in April of  
7 '07?

8 A. Yes, I was.

9 Q. What was your job title?

10 A. I was vice president and secretary.

11 Q. What were your job responsibilities during the  
12 entire time that you were co-owner or shareholder of  
13 Santana's Grill, Inc.?

14 A. I would take care of all the accounting, all  
15 the payroll. I would help with the design, do the  
16 menus, help with the employees. I would order all the  
17 merchandise. And a little bit of everything. Whatever  
18 was needed for the restaurant.

19 Q. Before Santana's Grill, Inc., incorporated,  
20 did you and your ex-husband, Abelardo Santana-Lee, own  
21 any Mexican restaurants?

22 A. Yes, we did. Since January 1st, 1992.

23 Q. What was that restaurant called?

24 A. Santana's Mexican Food.

25 Q. Where was that located?

1           A.    1480 Rosecrans Street.

2           Q.    And from the time you co-owned the Santana's  
3 Mexican Food restaurant -- I'm going to call that the  
4 Rosecrans restaurant -- were you doing the same job  
5 responsibilities you did after the company incorporated?

6           A.    Yes, I was.

7           Q.    How many federal trademark registrations does  
8 Santana's Grill, Inc., own?

9           A.    Three.

10          Q.    And do you know what those service marks are  
11 called?

12          A.    Yes. One is Santana's Mexican Food, the other  
13 is Santana's Mexican Grill, and then the other includes  
14 the logo on the "Home of Famous California Burrito."

15          Q.    And can you describe the logo?

16          A.    Yes. The logo is a sawtooth pattern on the  
17 top, "Santana's" and either "Mexican Food" or "Mexican  
18 Grill," another sawtooth pattern, and sometimes we put  
19 "Es Muy Bueno" and "Home of Famous California Burrito."

20          Q.    While you and your ex-husband, Abelardo  
21 Santana, were a husband and wife partnership and  
22 incorporated into Santana's Grill, Inc., did your  
23 ex-father-in-law, Arturo Santana Gallego, G-a-l-l-e-g-o,  
24 who is the petitioner in these proceedings, have any  
25 control over any aspect of your Santana's Mexican Food

1 or Santana's Mexican Grill restaurants?

2 A. No.

3 MS. ARMENTA: Objection. Calls for a legal  
4 conclusion. Lacks foundation. Calls for speculation.

5 BY MR. SANDSTRUM:

6 Q. You can answer.

7 A. I answered "no."

8 Q. Now, you previously testified in these  
9 proceedings, correct?

10 A. Yes, I have.

11 Q. I recall that you testified that with respect  
12 to the Rosecrans restaurant you weren't involved in the  
13 face-to-face negotiations with regard to the purchase of  
14 that restaurant, correct?

15 A. I wasn't involved in the negotiations, but I  
16 was involved in the transaction to pass the business to  
17 our name.

18 Q. And when did you and your ex-husband, Abelardo  
19 Santana-Lee, buy the Rosecrans restaurant?

20 A. We started operating on January 1st, 1992.  
21 The transaction took place probably in September, and we  
22 had to make a new lease in October. Abelardo started  
23 working for his father in October back in the  
24 restaurant. He told the owner of the Rosecrans location  
25 that my ex-father-in-law had sold him the business.

1           And the owner said, How can he sell you a  
2           business if he doesn't have a contract anymore? The  
3           contract will expire on January 7th of next year. So we  
4           had to renegotiate a lease with Dr. Farres at that time.

5           MS. ARMENTA: Objection. Hearsay. Calls for  
6           speculation. Lacks foundation. And motion to strike.

7           MR. SANDSTRUM: I'm going to mark as  
8           Respondent's next in line, which I believe is No. 29, a  
9           one-page document dated October 11th, 1991.

10           (Exhibit 29 marked for identification.)

11           BY MR. SANDSTRUM:

12           Q. Are you familiar with this document?

13           A. Yes, I am. It is the lease that we had to  
14           negotiate with Dr. Farres.

15           Q. Is that the actual lease?

16           A. That is the actual lease.

17           Q. And is that your signature at the bottom of  
18           that document?

19           A. Yes, it is.

20           Q. Is that your ex-husband's signature?

21           A. Yes, it is.

22           Q. And was this negotiated on or around  
23           October 11, 1991?

24           A. Exactly. That's the date.

25           MR. SANDSTRUM: I'm going to mark as

1 Respondent's Exhibit No. 30 a one-page document entitled  
2 "Fictitious Business Name Statement" for Santana's  
3 Mexican Food at 1480 Rosecrans Street.

4 (Exhibit 30 marked for identification.)

5 BY MR. SANDSTRUM:

6 Q. Are you familiar with that document?

7 A. Yes, I am. It is the fictitious name for the  
8 Santana's Mexican Food that my father-in-law filed when  
9 he first opened and when he changed the name from  
10 Corona's to Santana's Mexican Food.

11 Q. Are you familiar with his signature?

12 A. Yes. It is my ex-father-in-law's signature.

13 Q. At the bottom of this page?

14 A. Yes.

15 MR. SANDSTRUM: I'll mark another exhibit  
16 Respondent's Exhibit No. 31 entitled "City of San Diego  
17 Business Taxes Section," reporting change in ownership.

18 (Exhibit 31 marked for identification.)

19 BY MR. SANDSTRUM:

20 Q. Are you familiar with this document?

21 A. Yes, I am.

22 Q. Was that part of the records that you kept as  
23 part of your company?

24 A. Yes, it was.

25 Q. Can you tell me what it is?

1           A.    Yes.  It is a business license permit, and it  
2           is reporting the change in our ownership that we changed  
3           from -- Arturo Santana was the owner, and then it got  
4           transferred to our name, to Abelardo and me, when we  
5           were married.

6           Q.    And this document has a date of 12/31/1991?

7           A.    Yes.

8           Q.    Is that the time where you and your ex-husband  
9           were added as partners to the Rosecrans Santana's  
10          Mexican Food restaurant business?

11          A.    Yes, it was.

12          Q.    And was that exhibit we just talked about,  
13          report in change of ownership, a document that was part  
14          of the transaction with respect to the sale of the  
15          Rosecrans restaurant from your ex-father-in-law to you  
16          and your ex-husband Abelardo Santana-Lee?

17          A.    Yes, it was.

18               MR. SANDSTRUM:  We will mark as next in line  
19          Respondent's Exhibit 32.  It's a two-page document  
20          entitled "Fictitious Business Name Statement," Santana's  
21          Mexican Food, 1480 Rosecrans with a date of January 9th,  
22          1992.

23               (Exhibit 32 marked for identification.)

24          BY MR. SANDSTRUM:

25          Q.    Are you familiar with this document as part of

1 your company records?

2 A. Yes, I am. It is the fictitious name for the  
3 Rosecrans location and that we got the name Santana's  
4 Mexican Food, and it has both of our names, Abelardo and  
5 Claudia Santana. And we commenced that business as  
6 owners on January 1st, 1992.

7 Q. Was that document filed with San Diego as part  
8 of the transaction with respect to the sale of the  
9 Rosecrans restaurant?

10 A. Yes, it was.

11 MR. SANDSTRUM: I will mark as next in line  
12 Respondent's Exhibit 33. It's a one-page document  
13 entitled "Statement of Abandonment of Use of Fictitious  
14 Business Name," filing date of January 9th, 1992.

15 (Exhibit 33 marked for identification.)

16 BY MR. SANDSTRUM:

17 Q. Are you familiar with this document as part of  
18 your job duties with your company?

19 A. Yes, I am. This was filed probably five  
20 minutes before the other in order for us to register the  
21 name. My ex-father-in-law had to resign from the  
22 Santana's Mexican Food name for us to be able to  
23 register it.

24 Q. At the bottom of this Respondent's Exhibit 33,  
25 do you recognize the signature?

1 A. Yes. It is my ex-father-in-law's signature.

2 MR. SANDSTRUM: I'll mark as the next exhibit  
3 Respondent's Exhibit 34, a one-page document, "City of  
4 San Diego Business Taxes Section," reporting change in  
5 ownership, with a date of January 27th, 1992.

6 (Exhibit 34 marked for identification.)

7 BY MR. SANDSTRUM:

8 Q. Are you familiar with this document as part of  
9 your job duties with the company?

10 A. Yes, I am. It is when my father-in-law got  
11 dropped from being a partner from the -- to become a  
12 sole proprietorship for Abelardo and me. It was done  
13 this way because that's how the accountant at the time  
14 told me that I needed to do those steps in order to  
15 change it to our name.

16 Q. I'll mark as next in line --

17 And was that document filed as part of the  
18 transaction of the sale of the Rosecrans restaurant in  
19 January of 1992 from your ex-father-in-law to you and  
20 your ex-husband Abelardo Santana-Lee?

21 A. Yes, it was.

22 MR. SANDSTRUM: I'll mark as the next exhibit  
23 Respondent's Exhibit No. 35. It's a one-page document  
24 entitled "Fictitious Business Name Statement," Santana's  
25 Mexican Food for 1480 Rosecrans restaurant, filing date

1 of January 3rd, 1997.

2 (Exhibit 35 marked for identification.)

3 BY MR. SANDSTRUM:

4 Q. Are you familiar with this document as part of  
5 your job duties with the company?

6 A. Yes, I am. It's just a renewal of the  
7 fictitious name for the Santana's Mexican Food for 1480  
8 Rosecrans Street.

9 MR. SANDSTRUM: I'll mark my next exhibit  
10 Respondent's Exhibit 36, a two-page document entitled  
11 "Fictitious Business Name Statement" for Santana's  
12 Mexican Food, 1480 Rosecrans restaurant, with a filing  
13 date of April 14th, 1998.

14 (Exhibit 36 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with this document as part of  
17 your job duties with your company?

18 A. Yes, I am. It is, again, the fictitious name  
19 transferred to the corporation because we incorporated  
20 in 1998, at the beginning of April.

21 MR. SANDSTRUM: And Respondent's next, Exhibit  
22 No. 37, a two-page document entitled "Fictitious  
23 Business Name Statement," Santana's Mexican Food,  
24 1480 Rosecrans, with a filing date of January 24th,  
25 2003.

1 (Exhibit 37 marked for identification.)

2 BY MR. SANDSTRUM:

3 Q. Are you familiar with this document as part of  
4 your job duties with your company?

5 A. Yes, I am. It's another renewal for the  
6 fictitious name. Every five years you need to renew the  
7 statement.

8 Q. For what restaurant?

9 A. For Rosecrans Street.

10 Q. When you became a co-owner of the Rosecrans  
11 restaurant in January of 1992, was it your understanding  
12 that you and your ex-husband Abelardo Santana-Lee had  
13 sole rights to the name Santana's Mexican Food?

14 A. Yes, it was.

15 Q. At around the time that you became co-owner of  
16 the Rosecrans restaurant in January of 1992, did your  
17 former father-in-law, the petitioner in these  
18 proceedings, say that he was retaining any rights to the  
19 name Santana's Mexican Food --

20 MS. ARMENTA: Objection. Lacks foundation  
21 calls for speculation.

22 BY MR. SANDSTRUM:

23 Q. -- to you?

24 A. We understood by him signing the fictitious  
25 name abandonment it meant that we were the sole owners

1 of the Santana's Mexican Food.

2 MS. ARMENTA: Objection. Motion to strike as  
3 nonresponsive.

4 BY MR. SANDSTRUM:

5 Q. Let me ask the question again. Since you  
6 became an owner of the Rosecrans restaurant, did your  
7 father-in-law, the petitioner in these proceedings, ever  
8 say that he retained the right -- to you that he  
9 retained the right to the name Santana's Mexican Food?

10 A. No, he never did.

11 MS. ARMENTA: Objection.

12 You have to let me make my objections.

13 THE WITNESS: I'm sorry.

14 MS. ARMENTA: Objection. Relevant. Lacks  
15 foundation. Calls for speculation.

16 Go ahead.

17 BY MR. SANDSTRUM:

18 Q. You can answer.

19 A. No, he didn't.

20 Q. Have you or Abelardo Santana-Lee ever been a  
21 licensee of your father-in-law with respect to the name  
22 Santana's Mexican Food?

23 MS. ARMENTA: Objection. Calls for  
24 speculation. Lacks foundation.

25 THE WITNESS: We have never been a licensee

1       for him. We understood we were the sole owners of the  
2       name.

3       BY MR. SANDSTRUM:

4             Q.    Of what name?

5             A.    Santana's Mexican Food.

6             Q.    At the time you became the owner of the  
7       Rosecrans restaurant named Santana's Mexican Food and  
8       other restaurants that you owned after that called  
9       Santana's Mexican Food or Santana's Mexican Grill, did  
10      you and your ex-husband Abelardo Santana-Lee have the  
11      final decisions on restaurant operations?

12            A.    Yes.

13            MS. ARMENTA:  Objection.  Calls for a legal  
14      conclusion.  Lacks foundation.

15            THE WITNESS:  Yes, we did.

16       BY MR. SANDSTRUM:

17            Q.    How about quality control issues?

18            MS. ARMENTA:  Same objections.

19            THE WITNESS:  Also.  We were 100 percent  
20      decision-makers.

21            MS. ARMENTA:  Same objections.

22       BY MR. SANDSTRUM:

23            Q.    How about as to type of recipes you could use?

24            MS. ARMENTA:  Same objections.

25            THE WITNESS:  Also.  We would create new

1 recipes and use them.

2 BY MR. SANDSTRUM:

3 Q. Did you have the final say on what type of  
4 marketing your business would do?

5 MS. ARMENTA: Same objections and irrelevant.

6 THE WITNESS: Yes, we did.

7 BY MR. SANDSTRUM:

8 Q. How about with respect to budgeting of the  
9 restaurants? Did you have the final decision how to  
10 budget?

11 A. Yes, we did.

12 MS. ARMENTA: Stop, please. I can't get my  
13 objections in. You're moving too fast.

14 Could you read back the last question.

15 (The record was read as follows:

16 "Question: How about with respect to  
17 budgeting of the restaurants? Did you  
18 have the final decision how to budget?

19 "Answer: Yes, we did.")

20 MS. ARMENTA: Objection. Calls for a legal  
21 conclusion. Lacks foundation. Irrelevant.

22 BY MR. SANDSTRUM:

23 Q. How about with respect to the type of menu  
24 items you could offer to the public? Did you and  
25 Abelardo have the final decision on that issue?

1 MS. ARMENTA: Same objections.

2 THE WITNESS: Yes, we did have the same  
3 decisions, 100 percent.

4 BY MR. SANDSTRUM:

5 Q. How about with respect to advertising of your  
6 restaurant? Would you advertise the name Santana's  
7 Mexican Food any way you wanted to?

8 MS. ARMENTA: Same objections. Compound and  
9 leading.

10 THE WITNESS: Yes, we did.

11 BY MR. SANDSTRUM:

12 Q. After you and Abelardo Santana-Lee opened up  
13 the Rosecrans restaurant, what was the next restaurant  
14 that you opened?

15 A. Moreno Boulevard, 1525.

16 Q. And do you recall the name of that restaurant?

17 A. Santana's Mexican Food.

18 Q. Do you recall when that opened?

19 A. Was June 1994.

20 MR. SANDSTRUM: We'll mark as Respondent's  
21 Exhibit 38 a one-page document entitled "Fictitious  
22 Business Name Statement," Santana's Mexican Food for  
23 1525 Moreno Boulevard with a file stamp date of  
24 January 3rd, 1997.

25 (Exhibit 38 marked for identification.)

1 BY MR. SANDSTRUM:

2 Q. Are you familiar with that document?

3 A. Yes, I am.

4 Q. What is it?

5 A. It's a fictitious business name statement.

6 You have to file a fictitious name statement in each of  
7 the restaurants you open in each new location.

8 Q. And is that your signature at the bottom of  
9 that exhibit?

10 A. Yes, it is.

11 MR. SANDSTRUM: I'm going to mark as  
12 Respondent's Exhibit 39 a one-page document entitled  
13 "Fictitious Business Name Statement," Santana's Mexican  
14 Food, 1525 Moreno Boulevard, with a file stamp date of  
15 April 14th, 1998.

16 (Exhibit 39 marked for identification.)

17 BY MR. SANDSTRUM:

18 Q. Are you familiar with that document as part of  
19 your business?

20 A. Yes, I am. It is when we became a  
21 corporation. We transferred the name to the  
22 corporation.

23 Q. And is that your signature at the bottom of  
24 that exhibit?

25 A. Yes, it is.

1 MR. SANDSTRUM: Mark as Respondent's  
2 Exhibit 40 a one-page document entitled "Fictitious  
3 Business Name Statement," Santana's Mexican Food for  
4 1525 Moreno Boulevard with a file stamp date of  
5 June 24th, 2003.

6 (Exhibit 40 marked for identification.)

7 BY MR. SANDSTRUM:

8 Q. Are you familiar with that document as part of  
9 your business?

10 A. Yes, I am. It is also the renewal for the  
11 fictitious name at 1525 Morena Boulevard.

12 Q. Is that your signature at the bottom of the  
13 document?

14 A. Yes, it is.

15 Q. Since the time that you and your ex-husband  
16 opened the Moreno Boulevard restaurant, have you both  
17 continuously used the Santana's Mexican Food name at  
18 that location to the present?

19 A. Yes, we have.

20 Q. And after the Moreno Boulevard restaurant was  
21 opened, what was the next restaurant you and your  
22 ex-husband opened?

23 A. We helped Arturo Santana open El Cajon. We  
24 signed the lease. We were cosigners in signing the  
25 lease.

1           Q.   What's the address of that restaurant? Do you  
2 recall?

3           A.   411 Broadway Street.

4           Q.   And who was the actual owner of that  
5 restaurant?

6           A.   Arturo Santana-Lee.

7           Q.   And what did you do to help him set that  
8 restaurant up?

9           A.   We helped him setting up all the business  
10 records. They wouldn't lease to him because he did not  
11 live in San Diego, and he still doesn't live in  
12 San Diego. So we gave him our signature for a period of  
13 ten years. We cosigned the lease in exchange for him  
14 kind of being our licensee, to be able to use the name,  
15 and he was going to use the name the same way we were  
16 running already our other two restaurants.

17          Q.   Do you know who trained all the employees who  
18 worked at the El Cajon -- I'm going to call that the  
19 El Cajon restaurant -- when it was first opened?

20          A.   Yes. We did. They were trained at both of  
21 our previous locations.

22          Q.   Was it you specifically, or was it somebody  
23 else?

24          A.   It was some of our employees and Abelardo.  
25 And I had worked with many of those employees inside the

1 restaurant when I used to work at the restaurant.

2 Q. What was that restaurant named?

3 A. Santana's Mexican Food.

4 Which one?

5 Q. The El Cajon restaurant.

6 A. Okay. It was named Santana's Mexican Grill.

7 Q. Who created that name?

8 A. Abelardo Santana.

9 Q. Did you have any other plans to use that name  
10 at any other restaurants?

11 A. Yes. We -- when Arturo came to us, we were  
12 already buying a new restaurant located on Midway Drive,  
13 but we needed to remodel it, and we were going to use  
14 the name on Midway Drive already. We had that idea  
15 already to use that name next. But since he was going  
16 to open first, we gave him the signature. And he was,  
17 like I said before, kind of our licensee. We told him  
18 you should start using the name first.

19 MR. SANDSTRUM: We'll mark as Respondent's  
20 Exhibit 41, a two-page document entitled "Guaranty of  
21 Lease" with an effective date of November 21st, 1997.

22 (Exhibit 41 marked for identification.)

23 BY MR. SANDSTRUM:

24 Q. Are you familiar with this document?

25 A. Yes, I am.

1 Q. And what is it?

2 A. It is the lease for El Cajon. It is the  
3 guaranty that we are guarantors of the lease, my  
4 ex-husband and me.

5 Q. If you look at the second page, is your  
6 signature at the bottom?

7 A. Yes, it is.

8 Q. Is your ex-husband's signature at the bottom?

9 A. Yes, it is.

10 Q. And that lease was guaranteeing what?

11 A. That Arturo Santana was going to pay the rent,  
12 but in case he didn't pay it, we would be responsible  
13 for the whole contract.

14 Q. And do you know how long that lease was for?

15 A. Ten years.

16 MR. SANDSTRUM: We'll mark as Respondent's 42  
17 a six-page document entitled "Shopping Center Lease"  
18 between Lear Investments, a California general  
19 partnership, and Arturo L. Santana, with a date of  
20 November 21st, 1997.

21 (Exhibit 42 marked for identification.)

22 BY MR. SANDSTRUM:

23 Q. Are you familiar with that document?

24 A. Yes. It is the actual lease of the  
25 411 Broadway Street restaurant.

1 Q. And did you help your ex-brother-in-law fill  
2 out that lease?

3 A. Yes, we did.

4 Q. After the El Cajon restaurant opened up --  
5 Actually, when did the El Cajon restaurant  
6 open?

7 A. At the beginning of December '97.

8 Q. And then after that opened up, what was the  
9 next restaurant that you opened?

10 A. Midway Drive. 3742 Midway Drive.

11 MR. SANDSTRUM: I will mark this as  
12 Respondent's Exhibit 43, a one-page document, a canceled  
13 check.

14 (Exhibit 43 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Can you tell me what this is?

17 Are you familiar with that document?

18 A. Yes, I am.

19 Q. Can you tell me what this is?

20 A. It is the deposit for the purchase of the  
21 Midway location.

22 Q. And what is the date of the check?

23 A. October 16, 1997.

24 Q. And is that your signature at the bottom of  
25 the check?

1 A. Yes, it is.

2 Q. Now, at the time that Arturo Santana-Lee  
3 opened the El Cajon restaurant, was he an employee of  
4 yours and Abelardo Santana?

5 A. You mean before he opened the El Cajon  
6 restaurant, yes.

7 Q. How about at the time he opened it up?

8 A. I don't know if at the time he opened or if he  
9 stopped working right before.

10 MR. SANDSTRUM: I am going to mark as  
11 Respondent's 44 a one-page document. It's a menu, looks  
12 like, "Santana's Mexican Grill, Es Muy Bueno, Home of  
13 California Burrito."

14 (Exhibit 44 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with that menu?

17 A. Yes, I am.

18 Q. And who created it, if you know?

19 A. I did create the menu. And at that time my  
20 friend, <sup>Mike</sup> ~~Mike~~ <sup>Marta</sup> he would help me put it into the computer.

21 Q. And did you create that menu for use at the  
22 El Cajon restaurant as well?

23 A. Yes.

24 Q. How about your other restaurants?

25 A. Yes, they were. That was the menu we were

1 using already at the Rosecrans and the Morena Boulevard.

2 We used that when the Midway was going to be opened

3 also.

4 Q. Do you have any knowledge whether or not

5 Arturo Santana-Lee used that menu for years later after

6 the El Cajon restaurant was opened?

7 A. Yes. He was using it, as far as I know, like

8 until 2005.

9 Q. Now, in connection with the El Cajon

10 restaurant that was opened by your ex-brother-in-law

11 Arturo Santana-Lee, did you arrange to obtain any

12 insurance for that restaurant?

13 A. Yes, since we were the guarantors for the

14 lease and he couldn't get insurance either unless our

15 name was on the insurance documents.

16 MR. SANDSTRUM: We'll mark as Respondent's

17 Exhibit 45 a seven-page document from Mid-Century

18 Insurance Company. Actually, what I'm going to do is

19 mark them 45-A up to 45-G.

20 (Exhibits 45-A to 45-G marked for

21 identification.)

22 BY MR. SANDSTRUM:

23 Q. Can you go through these seven pages marked as

24 Respondent's Exhibit 45-A through G and tell me if

25 you're familiar with those documents?

1           A.    They are the insurance declarations, the  
2           policies for the 411 Broadway in El Cajon. We were  
3           named insured also on the policy since we were the  
4           guarantors of that lease.

5           Q.    And do you recall when you and Abelardo  
6           Santana were no longer named insureds for the El Cajon  
7           restaurant?

8           A.    From what it says there, in 2003 when we  
9           became a corporation.

10                       2004, actually.

11                   MR. SANDSTRUM: We'll mark as Respondent's  
12           Exhibit No. 46 a one-page document, "Additional Insured  
13           Endorsement," named insured Abelardo and Claudia Santana  
14           and Arturo Santana DBA Santana's Mexican Grill with a  
15           mailing address of 411 Broadway, El Cajon.

16                       (Exhibit 46 marked for identification.)

17           BY MR. SANDSTRUM:

18           Q.    Are you familiar with this document?

19           A.    Yes, I am.

20           Q.    What is it?

21           A.    It's the endorsement that most of the -- what  
22           would you say? -- the lessors.

23           Q.    The leasers?

24           A.    Yes. The leasers ask you to insure them so  
25           they're insured through their buildings. We have to do

1       that with every single contract.

2               MR. SANDSTRUM: We will mark as Respondent's  
3       Exhibit 47 a one-page document. It's a "Fictitious  
4       Business Name Statement," filing date of December 17th,  
5       1997, for Santana's Mexican Grill for the El Cajon  
6       restaurant.

7               (Exhibit 47 marked for identification.)

8       BY MR. SANDSTRUM:

9               Q. Are you familiar with that document?

10              A. Yes, I am.

11              Q. What is it?

12              A. The fictitious business name for the El Cajon  
13       restaurant.

14              Q. And do you recognize the address on that  
15       document?

16              A. Yes. It is Abelardo's and my address when we  
17       used to live at 2067 Cecilia Terrace. Arturo didn't  
18       have an address in the States. He lived in Tecate,  
19       Mexico.

20              Q. When you opened the Midway restaurant -- when  
21       did you open that restaurant?

22              A. July 1998.

23              Q. -- what did you name that restaurant?

24              A. Santana's Mexican Grill.

25              Q. And did anybody ever object to your using that

1 name at that restaurant?

2 A. No, because we were the owners of the name.

3 We were and are the owners of the name.

4 MR. SANDSTRUM: We will mark as Respondent's  
5 Exhibit No. 48-A and 48-B, a four-page document. 48-A  
6 is a two-page document, and 48-B is a two-page document.

7 (Exhibits 48-A and 48-B marked for  
8 identification.)

9 BY MR. SANDSTRUM:

10 Q. Are you familiar with this document that's  
11 part of your business?

12 A. Yes, I am. It's the fictitious business name  
13 statement for the Midway location.

14 Q. For what date?

15 A. One is March 20th, 1998.

16 Q. Is that your signature at the bottom?

17 A. Yes, it is.

18 Q. How about Respondent's Exhibit 48-B? What is  
19 that?

20 A. Same thing. When we became a corporation, I  
21 transferred it to the corporation.

22 Q. And that's for the Midway restaurant?

23 A. That is for the Midway restaurant.

24 Q. To your knowledge, has your ex-father-in-law  
25 ever used the name Santana's Mexican Grill associated

1 with Mexican restaurants?

2 A. No.

3 Q. Since the time you opened the Midway Drive  
4 restaurant named Santana's Mexican Grill, did you and  
5 Santana's Grill, Inc., continuously use that name at  
6 that restaurant to the present?

7 A. Yes, we have.

8 Q. After the Midway restaurant was opened, what  
9 was the next restaurant that you and your ex-husband  
10 opened?

11 A. 580 South Pacific Street, San Marcos.

12 Q. And what did you name that restaurant?

13 A. Santana's Mexican Food and Grill. I don't  
14 remember what the sign said outside. We used both.

15 Q. You used both of them?

16 A. Yes. We used both of them in all the  
17 locations.

18 Q. And do you recall when you opened that store?

19 A. We opened in 2001, the end of 2001.

20 Q. And from the time you opened that location,  
21 have you used the name Santana's Mexican Food and/or  
22 Santana's Mexican Grill continuously to the present?

23 A. Yes, we have.

24 MR. SANDSTRUM: Mark as Respondent's  
25 Exhibit 49 a one-page document entitled "Fictitious

1 Business Name Statement," Santana's Mexican Grill, for  
2 580 South Pacific Street, San Marcos.

3 (Exhibit 49 marked for identification.)

4 BY MR. SANDSTRUM:

5 Q. Are you familiar with that document?

6 A. I am.

7 Q. And what is it?

8 A. Also a fictitious business statement for the  
9 San Marcos location. This one is signed by my  
10 ex-husband because he filled it out for San Marcos. He  
11 registered at San Marcos. It was like two blocks from  
12 there, the county register for San Marcos.

13 Q. It has a file date of 5/16/2002, correct?

14 A. Yes.

15 Q. Now, after you opened the Pacific Street  
16 restaurant, what was the next restaurant that you and  
17 your ex-husband opened?

18 A. 719 West Washington Street.

19 Q. And was that owned by the corporation  
20 Santana's Grill, Inc.?

21 A. Yes, it was.

22 Q. And what did you name that restaurant?

23 A. Santana's Mexican Grill.

24 Q. And I think you said the date. When was it  
25 opened again?

1           A.    October 2003.

2           Q.    And since the time you -- or your corporation  
3           at the time, Santana's Grill, Inc., opened that  
4           restaurant, has that restaurant continuously used the  
5           name Santana's Mexican Grill and/or Santana's Mexican  
6           Food at that location?

7           A.    Yes, it has.

8           Q.    To the present?

9           A.    Yes, it has.

10               MR. SANDSTRUM: I'll mark as Respondent's  
11           Exhibit 50 a one-page document entitled "Fictitious  
12           Business Name Statement," Santana's Mexican Grill and  
13           Santana's Mexican Food, 719 West Washington Street.

14               (Exhibit 50 marked for identification.)

15           BY MR. SANDSTRUM:

16           Q.    Are you familiar with that document as part of  
17           your business?

18           A.    Yes, I am.

19           Q.    What is it?

20           A.    Again, a fictitious business statement for  
21           both names, Santana Mexican Grill and Food, for the  
22           Washington location.

23           Q.    And whose signature is at the bottom?

24           A.    Mine.

25           Q.    What is the file stamp date?

1 A. September 15, 2003.

2 Q. And after the Washington Street restaurant,  
3 what was the next restaurant that the corporation,  
4 Santana's Grill, Inc., opened?

5 A. 2303 Garnet Avenue.

6 Q. And what did you name that restaurant?

7 A. Both Santana's Mexican Food and Grill.

8 Q. And do you recall the date that was opened?

9 A. June 2004.

10 Q. So at the time that restaurant was opened, has  
11 that restaurant through its owners, Santana's Grill,  
12 Inc., continuously used the name Santana's Mexican Grill  
13 or Santana's Mexican Food continuously to the present?

14 A. Yes, it has.

15 MR. SANDSTRUM: I'll mark as Respondent's  
16 Exhibit 51 a one-page document entitled "Fictitious  
17 Business Name Statement," Santana's Mexican Food and  
18 Santana's Mexican Grill at 2303 Garnet Ave.

19 (Exhibit 51 marked for identification.)

20 BY MR. SANDSTRUM:

21 Q. Do you recognize that document as part of your  
22 business?

23 A. Yes. Again, it is the fictitious business  
24 name for the Garnet location, and it states both names  
25 in there. And it is my signature at the bottom of the

1 page.

2 MR. SANDSTRUM: We're done with those.

3 We're going to mark as the next exhibit -- go  
4 off the record.

5 (Discussion held off the record.)

6 MR. SANDSTRUM: Back on.

7 Mark as Respondent's Exhibit 52 a two-page  
8 document, appears to be a restaurant logo with the  
9 triangle pattern with the "Santana's Mexican Food" name  
10 in the middle.

11 The second page has the same "Santana's  
12 Mexican Food" name in the middle of the triangular  
13 pattern, "Es Muy Bueno, Home of Famous California  
14 Burrito."

15 (Exhibit 52 marked for identification.)

16 BY MR. SANDSTRUM:

17 Q. Are you familiar with those logos?

18 A. Yes, I am.

19 Q. And did you use those at your restaurants from  
20 the date of creation to the present?

21 A. Yes, we have.

22 Q. Sometimes you use that logo with the name  
23 Santana's Mexican Grill in the middle of the triangular  
24 pattern?

25 A. Yes, we do.

1 Q. Who created that logo?

2 A. I did.

3 Q. When did you create that logo?

4 A. Around 1993.

5 Q. And to your knowledge, do your customers  
6 recognize your restaurants because of that logo?

7 MS. ARMENTA: Objection. Calls for a legal  
8 conclusion. Calls for speculation. Foundation.

9 BY MR. SANDSTRUM:

10 Q. Have customers often told you that they  
11 recognize your restaurants because of that logo?

12 MS. ARMENTA: Same objections, and it calls  
13 for hearsay.

14 THE WITNESS: Yes, they have. And also  
15 because of the name Santana's.

16 MR. SANDSTRUM: Let's go off the record.

17 (Interruption in the proceedings.)

18 MR. SANDSTRUM: I'm going to mark as  
19 Respondent's Exhibit 53 a one-page document entitled  
20 "United States Patent and Trademark Office, Registration  
21 No. 2,634,976."

22 (Exhibit 53 marked for identification.)

23 BY MR. SANDSTRUM:

24 Q. Are you familiar with this document?

25 A. Yes, I am. It's a registration for the name

1       Santana's Mexican Grill.

2           Q.   And whose registration is it?

3           A.   The corporation's, Santana's Grill, Inc.

4           Q.   On this registration it has a date of  
5       July 1998. Is that a correct date for the first use?

6           A.   No, it's not. But I really got confused with  
7       that lawyer, how she explained these. So I put the date  
8       that the corporation actually used the name, but the  
9       first use is when we assign it to letting Arturo  
10      Santana-Lee use it as a licensee at the El Cajon  
11      location.

12          Q.   So the date of actual first use is when?

13          A.   Was December 1997.

14               MR. SANDSTRUM: I'm going to mark as  
15       Respondent's Exhibit 54 a one-page document entitled  
16       "United States Patent and Trademark Office, Registration  
17       No. 2,682,978."

18               (Exhibit 54 marked for identification.)

19       BY MR. SANDSTRUM:

20          Q.   Are you familiar with this document?

21          A.   Yes, I am.

22          Q.   What is it?

23          A.   It is the register for the logo that says  
24       "Santana's Mexican Food, Es Muy Bueno, Home of Famous  
25       California Burrito." And we only did it with Santana's

1 Mexican Food because the lawyer told me that was enough  
2 because of the sawtooth pattern and it would take care  
3 of both names since we're registering Santana's Mexican  
4 Grill.

5 Q. I'm not sure I'm following. On this  
6 registration's first use in commerce it has a date of  
7 1988.

8 A. It was also a mistake. The name Santana's  
9 Mexican Food, I was thinking of the name, not the actual  
10 logo, this logo. I was thinking of Santana's Mexican  
11 Food name when she explained. When she asked me how  
12 long has this been used, the name, 1988. The logo --  
13 1988 the name, but the logo was created by me in 1993,  
14 this logo.

15 Q. So the date of first use is incorrect on this  
16 exhibit, correct?

17 A. Yes.

18 Q. And did you file anything with the trademark  
19 office to correct that date?

20 A. Yes.

21 MR. SANDSTRUM: We'll mark as Respondent's  
22 Exhibit 55 a one-page document entitled United States  
23 Patent and Trademark Office, Service Mark, Principal  
24 Register.

25 (Exhibit 55 marked for identification.)

1 BY MR. SANDSTRUM:

2 Q. Are you familiar with that document?

3 A. Yes, I am.

4 Q. What is it?

5 A. It's also the register for the mark.

6 Q. Is that the document that shows the corrected  
7 date of first use in commerce?

8 A. Yes, it is. 1993.

9 Q. And do you know when you filed a document with  
10 the trademark office to make that correction?

11 A. I believe it's 2003 -- 2004.

12 MR. SANDSTRUM: I'll mark as Respondent's  
13 Exhibit 56 a three-page document entitled "Request for  
14 Corrected Registration Certificate Due to Error by  
15 Registrant Under 37 C.F.R., Section 2.175."

16 (Exhibit 56 marked for identification.)

17 BY MR. SANDSTRUM:

18 Q. Are you familiar with this document?

19 A. Yes, I am. It is the --

20 Q. Go ahead and look through all three pages.

21 A. Okay. It is what was sent to the  
22 United States Patent and Trademark Office, stating what  
23 I just said before, that I didn't put together both what  
24 was asked, that the name was actually used in 1988 and  
25 the mark, the logo that I was registering, wasn't used

1       until 1993.

2           Q.    On the last page, is that your signature at  
3       the bottom?

4           A.    Yes, it is.

5           Q.    And is there a date at the bottom?

6           A.    10/20/2003.

7           Q.    Does that refresh your recollection when you  
8       made this?

9           A.    Yes. This was sent in 2003. That's what I  
10       said. It was supposed to be amended.

11          Q.    Since you and Abelardo Santana acquired the  
12       Rosecrans restaurant, have both your efforts created  
13       substantial goodwill in that restaurant?

14               MS. ARMENTA: Objection. Calls for a legal  
15       conclusion. Calls for speculation. Lacks foundation.

16               THE WITNESS: Yes, we have.

17       BY MR. SANDSTRUM:

18          Q.    And what efforts have you undertaken to  
19       establish that goodwill?

20               MS. ARMENTA: Same objections and leading.

21               THE WITNESS: Try to have the same look in all  
22       the restaurants. Of course it's limited. When we buy a  
23       new restaurant or open a new restaurant, many times we  
24       get limited to the building we already have. But if we  
25       remodel the building, we are trying to make them all

1 look alike. And also having the same menus, same  
2 uniforms, same everything. We have a Web page.  
3 Everything goes so everything is uniform.

4 BY MR. SANDSTRUM:

5 Q. Have you used the same food items in all your  
6 restaurants?

7 A. Yes, we have.

8 MS. ARMENTA: Objection. Leading.

9 BY MR. SANDSTRUM:

10 Q. How about paper products? Do you use the same  
11 paper products?

12 MS. ARMENTA: Same objections.

13 THE WITNESS: Yes, we do.

14 BY MR. SANDSTRUM:

15 Q. How long have you had a Web site advertising  
16 your restaurants?

17 A. Ten years. Since 1998.

18 MR. SANDSTRUM: Attach as Respondent's 57 a  
19 22-page document.

20 (Exhibit 57 marked for identification.)

21 BY MR. SANDSTRUM:

22 Q. Are you familiar with this document?

23 A. Yes, I am.

24 Q. Go through all 22 pages.

25 A. It is our current Web page. Most of it I

1 designed. I update the Web page whenever I can.

2 Q. For the last ten years have your Web sites  
3 been similar to that Web site?

4 A. Yes.

5 Q. Is this a Web site for all six restaurants  
6 that we've mentioned today?

7 A. Yes, it is.

8 Q. Did your ex-father-in-law, the petitioner in  
9 these proceedings, have any involvement with creating  
10 the name Santana's Mexican Grill?

11 MS. ARMENTA: Could you read that back,  
12 please?

13 (The pending question was read.)

14 MS. ARMENTA: Objection. Lacks foundation.  
15 Calls for speculation.

16 THE WITNESS: No, he didn't. It was created  
17 by Abelardo Santana.

18 BY MR. SANDSTRUM:

19 Q. How about with respect to the logo, the  
20 service mark, Registration No. 2,682,978?

21 MS. ARMENTA: Same objections and overbroad.

22 THE WITNESS: No, he didn't. I created that  
23 logo.

24 BY MR. SANDSTRUM:

25 Q. Respondent's No. 53, the service mark,

1     Santana's Mexican Grill, since the date of registration  
2     has Santana's Grill, Inc., used this mark continuously  
3     at its restaurants to the present?

4             A.     Yes.

5             Q.     Looking at the service mark for Santana's  
6     Mexican Food design containing the logo that you  
7     mentioned, No. 2,682,978, has Santana's Grill, Inc.,  
8     used that mark continuously to the present, from the  
9     date of registration to the present?

10            A.     Yes, it has.

11            Q.     Would that be true for the service mark for  
12     the name "Santana's Mexican Food, Es Muy Bueno"?

13            A.     Yes, it has.

14                   MR. SANDSTRUM: Attach as Respondent's 58 a  
15     one-page document that says "Carne Asada Plate."

16                   (Exhibit 58 marked for identification.)

17     BY MR. SANDSTRUM:

18            Q.     Are you familiar with that document as part of  
19     your business?

20            A.     Yes, I am.

21            Q.     What is it?

22            A.     It is the drawing that the company that did  
23     our signs for the Moreno location submitted to the city  
24     so we could get the menu on the signs approved for the  
25     Santana's Mexican Food.

1 Q. For the Moreno Boulevard location?

2 A. For the Moreno Boulevard location.

3 Q. And did you eventually get approval of that  
4 design?

5 A. Yes, I did. It has the stamp from the city so  
6 that it was the final.

7 Q. Do you have any kind of recollection as to how  
8 much you and your ex-husband Abelardo Santana or your  
9 corporation, Santana's Grill, has spent on advertising  
10 from 1992 to the present --

11 A. Yes.

12 Q. -- with respect to your restaurants?

13 A. Yes. We have spent over \$550,000.

14 Q. And does part of your restaurant services, do  
15 you sell merchandise bearing the Santana's Mexican Food  
16 mark and logo?

17 A. Yes, we do.

18 MR. SANDSTRUM: Let's take a quick five-minute  
19 break.

20 (Recess taken.)

21 MR. SANDSTRUM: Back on the record.

22 I'm going to attach to this transcript  
23 Respondent's Exhibit 59, a two-page document.

24 (Exhibit 59 marked for identification.)

25 ///

1 BY MR. SANDSTRUM:

2 Q. Are you familiar with that document?

3 A. Yes, I am.

4 Q. What is it?

5 A. It is the uniform requirement for our  
6 employees and how they should dress up.

7 Q. For all of your restaurants?

8 A. For all of our restaurants.

9 Q. How long have you been using that requirement?

10 A. Since 1992, '93, when we started doing the  
11 uniforms.

12 MR. SANDSTRUM: We'll mark as Respondent's  
13 Exhibit 60 a three-page document.

14 (Exhibit 60 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with these documents?

17 A. Yes, I am.

18 Q. What are they?

19 A. It is the merchandise that we sell on our Web  
20 site and we also sell in the store for Santana's Mexican  
21 Grill and for the restaurants.

22 Q. And by "store," are you referring to your  
23 restaurants?

24 A. Yes, at our restaurants.

25 Q. And how long have you been selling merchandise

1     like that at your restaurants?

2           A.    1993. But on the Web site, I started about  
3     three years ago.

4           Q.    So you started putting the merchandise on your  
5     Web site about three years ago?

6           A.    I did like a quick shopping cart thing on the  
7     Web site.

8           Q.    Now, was your ex-brother-in-law Arturo  
9     Santana-Lee an employee of yours and Abelardo Santana  
10    through the end of 1997?

11          A.    Yes, he was.

12               MR. SANDSTRUM: I'm going to mark as  
13     Exhibit 61 a two-page document, redacted two-page  
14     document, the W-2 Wage and Tax Statement, 1997, and a  
15     quarterly base wage file. And I'll represent that the  
16     social security has been redacted, wages have been  
17     redacted.

18               (Exhibit 61 marked for identification.)

19               MS. ARMENTA: I'm going to like to see that  
20     document.

21     BY MR. SANDSTRUM:

22           Q.    Let me ask if you're familiar with this  
23     document, first?

24           A.    Yes, I am.

25           Q.    What is it?

1           A.    This one is the W-2 showing that Arturo  
2   Santana-Lee worked for me at the Rosecrans location.  
3   And the second page is the summarized -- the summary of  
4   his wages per quarter.

5           Q.    And it actually shows he was an employee of  
6   yours and Abelardo Santana through the end of 1997?

7           A.    Yes.

8           MR. SANDSTRUM:  What I'm going to do with the  
9   unredacted version, per the rules, I'm going to file  
10  that under seal pursuant to the standard protective  
11  order of the Trademark and Appeals Board and mark it  
12  "Confidential," and it will be filed in a separate  
13  envelope at the time the transcript's filed, but the  
14  redacted version will be part of this transcript.

15  BY MR. SANDSTRUM:

16          Q.    With respect to the logo that we've talked  
17  about today, the triangular pattern logo that you  
18  testified you created, what was the first restaurant to  
19  use that logo, to your knowledge?

20          A.    1480 Rosecrans Street.

21          Q.    Since 1993, after you started using this logo  
22  we've talked about today, the triangular pattern logo  
23  with the names Santana's Mexican Food or Santana's  
24  Mexican Grill sandwiched between those two designs, have  
25  your efforts in that logo helped to create substantial

1 goodwill in your restaurants?

2 MS. ARMENTA: Objection. Calls for legal  
3 conclusion. Vague. Lacks foundation. Calls for  
4 speculation.

5 THE WITNESS: Yes, it has.

6 BY MR. SANDSTRUM:

7 Q. And how do you know that?

8 A. How do I know that? Because of customers, all  
9 the e-mails we get. I did a contest on the printed  
10 pages that are on my Web site. We have done contests to  
11 go to Cabo San Lucas. So many customers recognize just  
12 by looking at the logo that they're going to eat good  
13 quality food and the same standards in every restaurant  
14 they go in that they have that logo.

15 MR. SANDSTRUM: I'll pass right now.

16

17 EXAMINATION

18 BY MS. ARMENTA:

19 Q. Let me show you Exhibit R-31, Respondent's 31.  
20 You previously identified Mr. Arturo Santana Gallego's  
21 signature at the bottom of that page.

22 Do you remember that?

23 A. Yes.

24 Q. Whose handwriting is that that filled the  
25 balance of the form?

1           A.    Mine.

2           Q.    Did you ever provide Mr. Santana Gallego a  
3   copy of this form translated into Spanish in written  
4   form?

5           A.    No.  He spoke English.  He had already filed  
6   those kind of forms previously.

7           Q.    You didn't assist him in filing the previous  
8   forms, did you?

9           A.    No, I didn't.

10          Q.    You only assisted in preparing this form,  
11   right?

12          A.    Yes.

13          Q.    My only question for you is, did you prepare  
14   this in Spanish for him?

15          A.    No.

16          Q.    Now, let me ask you another question.  On  
17   Exhibit Respondent's 32, whose handwriting is that that  
18   filled out that form?

19          A.    Mine.

20          Q.    Did you prepare that form in Spanish as well?

21          A.    No, I didn't.

22          Q.    Exhibit Respondent's 33, did you prepare that  
23   form?  Is that your handwriting on the form?

24          A.    Yes, it is.

25          Q.    Did you prepare that in Spanish?

1 A. No, I didn't.

2 Q. Respondent's 34 is before you. Did you  
3 prepare the handwriting on that form?

4 A. Yes.

5 Q. Did you prepare that form in Spanish?

6 A. No.

7 I'm not a translator.

8 MR. SANDSTRUM: What number is that? I'm  
9 sorry.

10 MS. ARMENTA: Motion to strike the last  
11 comment as nonresponsive.

12 It's R-35.

13 BY MS. ARMENTA:

14 Q. Now, I think you said before that you  
15 understood that as a result of the fictitious business  
16 name statements and the transfer to you that you and  
17 your husband received a transfer of the name Santana's  
18 Mexican Food.

19 Do you remember that?

20 MR. SANDSTRUM: That misstates testimony.

21 BY MS. ARMENTA:

22 Q. Let me ask you this. Other than the  
23 fictitious business name statements that we've looked at  
24 today, is there any other basis on which you say that  
25 you and your husband received the name -- the use of the

1 name Santana's Mexican Food?

2 MR. SANDSTRUM: That's overbroad. She's  
3 testified to many issues today. Calls for a narrative  
4 and also misstates her testimony.

5 MS. ARMENTA: You can answer.

6 MR. SANDSTRUM: Misstates the evidence  
7 submitted today.

8 MS. ARMENTA: Ms. Reporter, would you read  
9 back the question, please.

10 (The record was read as follows:

11 "Question: Other than the fictitious  
12 business name statements that we've  
13 looked at today, is there any other basis  
14 on which you say that you and your  
15 husband received the name -- the use of  
16 the name Santana's Mexican Food?")

17 THE WITNESS: The bases are that we purchased  
18 the Rosecrans location and that was the restaurant that  
19 first used the name. And with the abandonment of the  
20 name through the fictitious name and being the first one  
21 to use that name, we became the legal owners. Those are  
22 my bases.

23 BY MS. ARMENTA:

24 Q. And were you aware at the time that you  
25 purchased the Rosecrans restaurant named Santana's

1 Mexican Food that at that time there was another  
2 restaurant called Santana's Mexican Food in existence in  
3 Yucca Valley?

4 MR. SANDSTRUM: Asked and answered.

5 THE WITNESS: Yes, I was.

6 BY MS. ARMENTA:

7 Q. In 1992 when you became an owner of Santana's  
8 Mexican Food at Rosecrans, did you undertake any efforts  
9 to stop the Yucca Valley restaurant from using the name  
10 Santana's Mexican Food?

11 A. No. I have stated before that Yucca Valley  
12 was very far away and it wasn't even -- it wasn't in the  
13 map, kind of. It was far away, and it wasn't the  
14 primary business.

15 MS. ARMENTA: Let me move to strike most of  
16 that response as nonresponsive.

17 BY MS. ARMENTA:

18 Q. I'll try to ask you the question again. Did  
19 you do anything to stop Santana's Mexican Food in Yucca  
20 Valley from using that name at the time that you  
21 acquired the Rosecrans restaurant?

22 A. No, I didn't. I didn't have to.

23 Q. Did you do anything in 1993 to stop Santana's  
24 Mexican Food in Yucca Valley from using the name?

25 A. No. I actually went over there after I

1 created the logo and helped them change the logo so we  
2 could have the same uniform that we had been trying to  
3 work since 1992.

4 Q. Did you do anything in 1994 to stop Yucca  
5 Valley Santana's Mexican Food from using the name  
6 Santana's Mexican Food?

7 A. No, I didn't. It's a --

8 MR. SANDSTRUM: It's a "yes" or "no."

9 THE WITNESS: Okay.

10 BY MS. ARMENTA:

11 Q. Do you do anything in 1995?

12 A. No.

13 Q. Did you undertake any efforts in 1996 to stop  
14 the Yucca Valley Santana's Mexican Food from using that  
15 name?

16 A. No.

17 Q. Did you undertake any efforts in 1997 to stop  
18 Santana's Mexican Food from using that name?

19 A. No.

20 Q. Did you undertake any efforts in 1998 to stop  
21 Santana's Mexican Food in Yucca Valley from using that  
22 name?

23 A. No.

24 Q. Did you undertake any efforts in 1999 from  
25 using the name Santana's Mexican Food?

1 A. No.

2 Q. Did you undertake any efforts in the year 2000  
3 to stop the Yucca Valley Santana's Mexican Food from  
4 using that name?

5 A. No.

6 Q. What about the year 2001?

7 A. No.

8 Q. The year 2002?

9 A. No.

10 Q. What was the very first thing that you did, if  
11 anything, to try to stop the Yucca Valley Santana's  
12 Mexican Food from using that name?

13 A. It was in 2003. We had several conversations.  
14 Not me, actually. My ex-husband had the conversations  
15 that we are trying to do all the things uniform.  
16 Everybody knew. I repeat that from my previous one,  
17 that we were registering the mark, and that as soon as  
18 that mark was registered, we were going to enforce for  
19 all the Santana's Mexican Food or Grill restaurants to  
20 be uniform as to our standards.

21 MS. ARMENTA: Motion to strike that answer as  
22 nonresponsive.

23 BY MS. ARMENTA:

24 Q. So the first thing you did was talk to your  
25 husband or did you talk to Arturo Gallego? I'm asking

1     you what you did.

2           A.    Talked to my husband.

3           Q.    And then what was the next thing that you,  
4   Claudia Vallarta-Santana, did in connection with trying  
5   to stop Santana's Mexican Food in Yucca Valley from  
6   using that name?

7           A.    After they said they were not going to change,  
8   that they were not going to follow the instructions to  
9   use the same quality of control and menus and  
10  everything, we filed --

11                We sent a letter, actually, to your brother  
12  to -- I don't know if your brother was in Yucca Valley  
13  or Victorville.  I don't know.

14           Q.    So is it fair to say that from 1992 until 2002  
15  you undertook absolutely no efforts to stop the Yucca  
16  Valley Santana's Mexican Food from using that name?  Is  
17  that true?

18                MR. SANDSTRUM:  Misstates testimony.

19                THE WITNESS:  Yes.

20           BY MS. ARMENTA:

21           Q.    Did the Yucca Valley restaurant, to your  
22  knowledge, change locations during those ten years?

23           A.    No, it didn't.  It changed ownership.

24           Q.    So at the beginning in 1992 when you said  
25  Yucca Valley wasn't even on the map, did it get on your

1 map later?

2 A. Did it get on my map later?

3 Q. Sure.

4 MR. SANDSTRUM: It's vague and ambiguous.

5 MS. ARMENTA: I'm using the witness's own  
6 words.

7 MR. SANDSTRUM: I'm still objecting.

8 MS. ARMENTA: Okay.

9 BY MS. ARMENTA:

10 Q. Did it somehow move in location closer to your  
11 restaurants?

12 A. It has never moved.

13 Q. The Yucca Valley restaurant has always been  
14 located in San Bernardino County; is that right?

15 A. I don't know what county it is.

16 Q. Is it located in San Diego County?

17 A. No.

18 Q. And all of your restaurants, the ones that you  
19 have ever owned or own an interest in, were all located  
20 in San Diego County, right?

21 A. Yes, they have.

22 Q. Have either you, your husband, or Santana's  
23 Mexican Grill, Inc., ever owned any Santana's restaurant  
24 outside of San Diego County?

25 A. Yes, we have.

1 Q. Where?

2 A. In San Bernardino County in Victorville.

3 Q. Is that one currently opened?

4 A. No, it is not.

5 Q. How long was it opened?

6 A. It was opened under Santana's Mexican Food for  
7 about two years.

8 Q. What years?

9 A. 1992 until 1994.

10 Q. During the years that the Victorville  
11 Santana's was open, did you undertake any efforts to  
12 stop the Yucca Valley Santana's Mexican Food from using  
13 that name?

14 A. No.

15 Q. You didn't have any direct conversations with  
16 your former father-in-law about the transaction by which  
17 you and your ex-husband acquired the Rosecrans  
18 restaurant, did you?

19 A. No.

20 Q. You didn't have any direct conversations with  
21 him about whether or not selling or giving the  
22 restaurant to you meant that you had the exclusive right  
23 to use the name, did you?

24 A. No.

25 MS. ARMENTA: I don't have any further

1 questions.

2 MR. SANDSTRUM: I'll just take two seconds to  
3 look at my notes.

4 (Recess taken.)

5 MR. SANDSTRUM: Back on the record.

6

7 FURTHER EXAMINATION

8 BY MR. SANDSTRUM:

9 Q. Earlier you testified that you did not  
10 transcribe Respondent's Exhibits 31 to 35 to your former  
11 father-in-law Arturo Santana Gallego, correct?

12 A. Correct.

13 Q. Did you explain the contents of those  
14 exhibits --

15 A. Yes, I did.

16 Q. -- with respect to the documents reflecting  
17 the transfer of the Rosecrans restaurant to you and  
18 Abelardo Santana?

19 A. Yes, I did. There's no way he would sign any  
20 paper if he didn't have -- if he didn't have an  
21 explanation. You don't get a signature from him if he  
22 doesn't have an explanation of what he's signing.

23 Q. All the documents, the exhibits I just  
24 mentioned, you explained to your ex-father-in-law,  
25 correct?

1 A. Yes, I did.

2 Q. And he understood, correct?

3 A. Yes, he did.

4 MR. SANDSTRUM: No more questions.

5 MS. ARMENTA: Nothing.

6 Same stipulation?

7 MR. SANDSTRUM: Same stipulation.

8 MS. ARMENTA: And send me a copy.

9 (The following stipulations were  
10 agreed upon in the deposition of BENITO  
11 SANTANA-LEE taken on APRIL 4, 2008:  
12 "MR. SANDSTRUM: The original deposition  
13 will be sent to my office as soon as you  
14 can, and then I will forward it off to  
15 the witness. Actually, strike that.

16 "We're waiving signing before a  
17 notary or a person who's authorized to  
18 administer an oath. And we're waiving  
19 signing requirements by this witness,  
20 reading and signing requirements for this  
21 witness. We're waiving having to put the  
22 exhibits in a sealed envelope at this  
23 point in time and send it to the  
24 Trademark Trial and Appeals Board. And  
25 we are stipulating to the fact that to

1           the extent there are Code of Federal  
2           Regulations or Trademark Office rules  
3           that we're not complying with with  
4           respect to the transcript, that we have  
5           the right to amend and make sure they are  
6           in compliance.

7           "MS. ARMENTA: Let me stipulate with the  
8           following caveat. Let me make clear that  
9           that stipulation applies to all  
10          Spanish-speaking witnesses who have used  
11          an interpreter in these proceedings; and,  
12          secondly, if Counsel identified any  
13          transcription errors or any issues in  
14          transcription that Counsel will bring  
15          that to the attention of either the  
16          witness or the witness's counsel so that  
17          we can engage an interpreter to go over  
18          that particular part of the testimony;  
19          and that the witness retains the right,  
20          if it's brought to their attention, to  
21          address potential errors in  
22          transcription.

23          "MR. SANDSTRUM: Okay. I'll stipulate  
24          with the caveat that the Trademark rules  
25          are clear that material changes in

1 testimony are improper and won't be  
2 permitted.

3 "MS. ARMENTA: You can't stipulate to do  
4 away with the rules.

5 "MR. SANDSTRUM: Absolutely.

6 "MS. ARMENTA: So stipulated.")

7 (Proceedings concluded at 11:56 a.m.)

8 -oOo-

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1 I, CLAUDIA VALLARTA, hereby declare under  
2 penalty of perjury that the foregoing is my deposition  
3 under oath; that these are the questions asked of me and  
4 my answers thereto; that I have read my deposition and  
5 have made corrections, additions, or changes that I deem  
6 necessary.

7 DATED this 23 day of April 2008.  
8  
9


10   
11 CLAUDIA VALLARTA  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 STATE OF CALIFORNIA     )  
2 COUNTY OF SAN DIEGO    )

3  
4           I, Vivian R. Weiss, RPR, a Certified Shorthand  
5 Reporter for the State of California, do hereby certify  
6 that the witness in the foregoing proceeding was by me  
7 duly sworn; that the proceeding was then taken before me  
8 at the time and place herein set forth; that the  
9 testimony and proceedings were reported stenographically  
10 by me and later transcribed by computer-aided  
11 transcription under my direction; that the foregoing is  
12 a true record of the testimony and proceedings taken at  
13 that time.

14           I further certify that I am a disinterested  
15 person and that I am in no way interested in the outcome  
16 of said action.

17  
18           IN WITNESS WHEREOF, I have subscribed my name  
19 this 16th day of April 2008.

20  
21   
22 Vivian R. Weiss, RPR, CSR No. 12380  
23  
24  
25

# **RESPONDENTS**

## **EXHIBIT 29**

October 11, 1991

Dr. George Farres  
3358 F. Street  
San Diego, California 92102

Claudia Vallarta  
Respondent's Ex. 29  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Dear Dr. George Farres:

This is the letter of what we agreed to do in our conversation today regarding the contract for rent of the property located at 1480 Rosecrans Street corner with Hugo.

Term of lease: Five (5) years; with an option to extend for five (5) more.

Rent: Rent to be \$3,500.00 per month starting January 7th, 1992 and to remain the same for this year.  
2nd year;  
Starting January 7th, 1993 rent to be \$4,000.00 per month and to remain the same for this year.  
3rd, 4th & 5th year;  
There will be a 5% percent increase annually for each year.

Before the 5th year is over (1996) we will get together to discuss about the 5 year option.

Lease document: The lease is to be an INDUSTRIAL/COMMERCIAL LEASE, NNN (Triple Net).

Premises: Premises are to be taken in it's PRESENT CONDITION (AS IS), including all equipment and building.

Very truly yours,

*C Vallarta*  
CLAUDIA VALLARTA-SANTANA

*Dr. George Farres*  
DR. GEORGE FARRES

*Abelardo Santana*  
ABELARDO SANTANA

*C Vallarta*  
CLAUDIA VALLARTA-SANTANA

All terms & conditions of previous 12-10-91  
Lease are in effect.

*C Vallarta* *G. Farres*

Case No. 92043152

SG00051

# **RESPONDENTS**

## **EXHIBIT 30**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

ROBERT D. ZUMWALT,  
COUNTY CLERK  
County Courthouse, 220 West Broadway  
P. O. Box 128, San Diego, California 92112-4104  
(619) 236-3253

This Space For Use of County Clerk

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$10.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

FILED: ZUMWALT  
SAN DIEGO COUNTY  
CALIFORNIA

THE NAME[S] OF THE BUSINESS[ES]

\* SANTANA'S MEXICAN FOOD  
(Print Fictitious Business Name[s] on Line Above)

\*\* LOCATED AT: 1480 ROSECRANS ST.  
(Street Address of Business — If No Street Address Assigned — Give Exact Location of Business Plus P.O. Box or Rural Route)  
IN: SAN DIEGO, CA. 92106  
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

\*\*\* (#1) ARTURO SANTANA  
(Full Name — Type/Print) APT. 202

3111 MACAULAY ST.  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

SAN DIEGO, CA. 92106  
(City and Zip)

(#2) \_\_\_\_\_  
(Full Name — Type/Print)

\_\_\_\_\_  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(#3) \_\_\_\_\_  
(Full Name — Type/Print)

\_\_\_\_\_  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(#4) 2-77-9555  
(Full Name — Type/Print) 709 3523 3/14/88 10.00 A  
709.3523 414 3/14/88 10.00 CATT  
\_\_\_\_\_  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

\*\*\*\*\* This business is conducted by: ☒ an Individual ☐ Individuals — Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association — other than a Partnership ☐ Other (Specify) \_\_\_\_\_

\*\*\*\*\* THE REGISTRANT COMMENCED THE TRANSACTION OF BUSINESS ON: DEC. 87

SIGNATURE OF REGISTRANT: \_\_\_\_\_

ARTURO SANTANA  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH ROBERT D. ZUMWALT, COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE

N-O-T-I-C-E

THIS FICTITIOUS BUSINESS NAME STATEMENT EXPIRES ON DECEMBER 31ST, FIVE (5) YEARS FROM THE YEAR OF FILING.  
IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME, A NEW FICTITIOUS BUSINESS NAME STATEMENT

MUST BE FILED PRIOR TO:

DEC. 31, 1993

Claudia Vallarta  
Respondent's Ex. 30  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

ASSIGNED FILE NO.

8805655

# **RESPONDENTS**

## **EXHIBIT 31**



City of San Diego  
**BUSINESS TAXES SECTION**  
P.O. Box 121536  
San Diego, California 92112

Business Tax Certificate No.  
86015722

Effective Date  
of Change: 12-31-91

**REPORTING CHANGE IN:**

ZUC NO.

(Please check all applicable)

- ☐ LOCATION  
☒ OWNERSHIP TYPE ON EXISTING BUSINESSES  
☐ ACTIVITY CODE  
☐ EMPLOYEE COUNT: From \_\_\_\_\_ to \_\_\_\_\_

OWNER'S NAME: ARTURO SANTANA

BUSINESS NAME: SANTANA'S MEXICAN FOOD

☐ LOCATION

PREVIOUS BUSINESS ADDRESS

(required for reporting the  
change of location only)

CURRENT BUSINESS ADDRESS:

1480 ROSECRANE ST  
NUMBER STREET  
SAN DIEGO CA 92106 (619) 226-8745  
CITY STATE ZIP CODE PHONE #

CURRENT MAILING ADDRESS:

SAME  
NUMBER STREET SUITE  
CITY STATE ZIP CODE PHONE #

☒ OWNERSHIP TYPE: (Check box if reporting change of ownership type only)

- ☒ Sole to Partnership  
☐ Partnership to Sole  
☐ Corporation to Sole  
☐ Sole to Corporation  
☐ Partnership to Corporation  
☐ Corporation to Partnership

Please list below the names and full residence addresses of partners or corporate officers of your business. (If deleting, use letter "D" in box and if adding partner or corporate officer, use "A" in box.)

☒ Name: ABELARDO SANTANA-LEE

Residence Address: 5810 RILEY ST #1  
SAN DIEGO, CA 92110

S.S. or Fed. Emp. I.D. No.

☒ Name: CLAUDIA VALLARTA-SANTANA

Residence Address: 5810 RILEY ST #1  
SAN DIEGO, CA 92110

S.S. #

☐ Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

S.S. #

☐ PRINCIPAL BUSINESS ACTIVITY CODE: New Principal Business Activity Code: \_\_\_\_\_

(use the business listing category)

Describe in detail activities to be conducted on the premise, including any products or services provided:

Seller's Permit # \_\_\_\_\_ Current State Contractor's License # \_\_\_\_\_

(Seller's Permit may be obtained from the State Board of Equalization, 237-7733.)

(State Contractors License may be obtained from the State Contractors Bureau, 455-0237, and is required from all contractors.)

[Signature]  
OWNER'S SIGNATURE

12-31-91  
DATE

(PLEASE FILL OUT IN DUPLICATE AND RETAIN ONE COPY)

**FOR OFFICE USE ONLY**

Zoning fee required: YES \_\_\_\_\_ NO \_\_\_\_\_  
(circle one)

Payment Date \_\_\_\_\_ Total Paid \_\_\_\_\_ Total Owed 12.00

TA-1627 (Rev. 5-90)

Claudia Vallarta  
Respondent's Ex. 31  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

SG00052

SG00052

# **RESPONDENTS**

## **EXHIBIT 32**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES

ANNETTE J. EVANS  
RECORDER/COUNTY CLERK  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 531-5210

This Space For Use of County Clerk

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

F D L E D  
Annette J. Evans, Clerk

JAN 09 1992

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANA'S MEXICAN FOOD  
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1480 ROSECRANS ST.  
(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)  
IN: SAN DIEGO, CA 92106  
(City and Zip)

IS [ARE] HEREBY REGISTERED BY THE FOLLOWING OWNERS:

(3) #1 ABELARDO SANTANA-LEE  
(Full Name - Type/Print)

5810 RILEY ST.  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

SAN DIEGO, CA 92110  
(City and Zip)

#2 CLAUDIA VALLARTA-SANTANA  
(Full Name - Type/Print)

5810 RILEY ST.  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

SAN DIEGO, CA 92110  
(City and Zip)

#3  
(Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

#4  
(Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(4) This business is conducted by: ☐ an individual ☒ individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Other (Specify)

(5) THE REGISTRANT COMMENCED THE TRANSACTION OF BUSINESS ON: JAN 1, 1992

SIGNATURE OF REGISTRANT: [Signature]

CLAUDIA VALLARTA-SANTANA  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH ANNETTE J. EVANS, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF  
THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code) THIS FICTITIOUS  
BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. IF YOU INTEND  
TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO.

JAN 09 1992

Claudia Vallarta  
Respondent's Ex. 32  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

Case No. 92043152

ASSIGNED FILE NO.

32604755

SG00002

File No: 92 00475

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO  
CERTIFICATE OF PUBLICATION

SANTANA'S MEXICAN FOOD  
Clavdia Vallarta-Santana  
1480 Rosecrans St.  
San Diego, CA 92106-

FEB 14 1992

Affidavit of Publication  
Heartland News Legal Transcript  
10010 Campo Rd. (P.O. Box 188)  
Spring Valley, CA 92077  
(619) 670-6194

I, Paul D. Clark hereby certify that The Heartland News is  
weekly newspaper of general circulation within the provision  
of the Government Code of the State of California, printed and  
published in The County of San Diego, State of California, and  
the

FICTITIOUS BUSINESS NAME STATEMENT

FICTITIOUS BUSINESS  
NAME STATEMENT  
File No. 92 00475

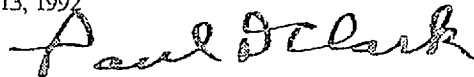
The name of the business: SANTANA'S  
MEXICAN FOOD, located at: 1480  
Rosecrans St., San Diego, CA 92106-, is  
(are) hereby registered by the following  
owner(s): Abelardo Santana-Lee 5801  
Riley St. San Diego CA 92110- Clavdia  
Vallarta-Santana 5810 Riley St. San Diego  
CA 92110- This business  
conducted by: Individuals-Husband and  
Wife. The registrant commenced the  
transaction of business on 1/1/92. s/s:  
Clavdia Vallarta-Santana ; This  
statement was filed with Annette J. Evans,  
County Clerk of San Diego County on  
Jan. 9, 1992. Jan. 23, 20, Feb. 6, 13, 1992.

to which this certificate is annexed is a true and correct copy  
published in said newspaper on

Jan. 23, 20, Feb. 6, 13, 1992

I certify under penalty of perjury that the foregoing is  
true and correct, at Spring Valley, California, on

Feb. 13, 1992



Signature

File No: 92 00475

SG000003

SG000003

# **RESPONDENTS**

## **EXHIBIT 33**

PLEASE PRINT OR TYPE

ANNETTE J. EVANS  
RECORDER/COUNTY CLERK

P.O. BOX 1750 SAN DIEGO, CA 92112-4147  
(619) 531-5210

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE - \$5.00  
FOR EACH BUSINESS NAME

This Space For Use of  
Recorder/County Clerk

F D L W D  
Annette J. Evans, Clerk

JAN 09 1992

CLERK

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME

In reference to the activity doing business as:

- (1) SANTANA'S MEXICAN FOOD  
(Fictitious Business Name[s])
- (2) Located At: 1480 ROSECRANS ST  
(Street Address - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)
- SAN DIEGO CA 92106  
(City and Zip Code)

The following registrant(s) has (have) abandoned use of the fictitious business name:

- (3) #1. ARTURO SANTANA-GALLEGO #2. \_\_\_\_\_  
(Full Name - Type/Print) (Full Name - Type/Print)
- 3211 HUGO ST \_\_\_\_\_  
(Residence Address of State of Incorporation) (Residence Address or State of Incorporation)
- SAN DIEGO, CA 92106 \_\_\_\_\_  
(City and Zip Code) (City and Zip Code)
- #3. \_\_\_\_\_ #4. \_\_\_\_\_  
(Full Name - Type/Print) (Full Name - Type/Print)
- \_\_\_\_\_  
(Residence Address or State of Incorporation) (Residence Address or State of Incorporation)
- \_\_\_\_\_  
(City and Zip Code) (City and Zip Code)

The fictitious business name referred to above was filed in San Diego County on

8-25 19 88, and assigned File No. 8805855

- (4) Signature of registrant: [Signature]  
ARTURO SANTANA-GALLEGO  
(Printed Name of Person Signing and if a Corporate Officer, also State Title)

This statement was filed with the Recorder/County Clerk of San Diego County on date indicated by file stamp above.

NEW ASSIGNED NO. 9200474

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME

Form RCC 233 (Rev. 12/91)

Claudia Vaharta  
Respondent's Ex. 33  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

SG00001

# **RESPONDENTS**

## **EXHIBIT 34**



City of San Diego  
**BUSINESS TAXES SECTION**  
P.O. Box 121536  
San Diego, California 92112

Business Tax Certificate No.  
86015722

Effective Date  
of Change: X

**REPORTING CHANGE IN:**

(Please check all applicable)

ZUC NO.

- ☐ LOCATION  
☐ OWNERSHIP TYPE ON EXISTING BUSINESSES  
☐ ACTIVITY CODE  
☐ EMPLOYEE COUNT: From \_\_\_\_\_ to \_\_\_\_\_

OWNER'S NAME: CLAUDIA VALLARTA-SANTANA

BUSINESS NAME: SANTANA'S MEXICAN FOOD

☐ LOCATION  
PREVIOUS BUSINESS ADDRESS

(required for reporting the  
change of location only)

CURRENT BUSINESS ADDRESS:

NUMBER 1430 STREET ROSECRANS ST. SUITE \_\_\_\_\_  
CITY SAN DIEGO STATE CA ZIP CODE 92106 PHONE # (619) 226-8745

CURRENT MAILING ADDRESS:

NUMBER \_\_\_\_\_ STREET \_\_\_\_\_ SUITE \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE # \_\_\_\_\_

☐ OWNERSHIP TYPE: (Check box if reporting change of ownership type only)

- ☐ Sole to Partnership ☐ Sole to Corporation  
☐ Partnership to Sole ☐ Partnership to Corporation  
☐ Corporation to Sole ☐ Corporation to Partnership

Please list below the names and full residence addresses of partners or corporate officers of your business. If deleting,  
use letter "D" in box and if adding partner or corporate officer, use "A" in box.

☒ Name: ARTURO SANTANA

Residence Address: \_\_\_\_\_

S.S. or Fed. Emp. I.D. No.  
95-4083523

☐ Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

S.S. #

☐ Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

S.S. #

☐ PRINCIPAL BUSINESS ACTIVITY CODE New Principal Business Activity Code:  
(use the business listing category)

Describe in detail activities to be conducted on the premise, including any products or services provided:

Seller's Permit # \_\_\_\_\_ Current State Contractor's License # \_\_\_\_\_  
(Seller's Permit may be obtained from the State Board of Equalization, 237-7733.)  
(State Contractors License may be obtained from the State Contractors Bureau, 455-0237, and is required from all  
contractors.)

[Signature] [Signature] 1-27-92  
OWNER'S SIGNATURE DATE

(PLEASE FILL OUT IN DUPLICATE AND RETAIN ONE COPY)

**FOR OFFICE USE ONLY**

Zoning fee required: YES \_\_\_\_\_ NO \_\_\_\_\_  
(circle one)

Payment Date \_\_\_\_\_ Total Paid \_\_\_\_\_ Total Owed \_\_\_\_\_

TR-1027 (Rev. 6-90)

Claudia Vallarta  
Respondent's Ex. 34  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

SG00053

SG00053

# **RESPONDENTS**

## **EXHIBIT 35**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

#1997-000138

JAN 08 1997  
02:55

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEE: \$13.00  
COPIES: 141.00  
DEPUTY: T. SMITH

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

This Space For Use of County Clerk

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANA'S MEXICAN FOOD  
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1480 ROSECRANS STREET  
(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)  
IN: SAN DIEGO, CA 92106  
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 ABELARDO SANTANA-LEE  
(Corporate or Owner's Full Name - Type/Print)

2067 CECELIA TERRACE  
(Residence address if not incorporated)  
(State of Incorporation if incorporated)  
SAN DIEGO, CA 92110  
(City and Zip)

#3  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of Incorporation if incorporated)

(City and Zip)

#2 CLAUDIA V. SANTANA  
(Corporate or Owner's Full Name - Type/Print)

2067 CECELIA TERRACE  
(Residence address if not incorporated)  
(State of Incorporation if incorporated)  
SAN DIEGO, CA 92110  
(City and Zip)

#4  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of Incorporation if incorporated)

(City and Zip)

(4) This business is conducted by: ☐ an Individual ☒ Individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Limited Liability Company  
☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: JAN 1, 1992

SIGNATURE OF REGISTRANT: Claudia V. Santana

CLAUDIA V. SANTANA  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

Case No. 92043152

Claudia Vallarta  
Respondent's Ex. 35  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF  
THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS  
BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK. IF  
YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

Vanessa Quirine

ASSIGNED FILE NO.

SG00004

# **RESPONDENTS**

## **EXHIBIT 36**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

This Space For Use of County Clerk

81992-010001

APR 14 1992

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEE: \$3.00  
DIRECTOR OF REGISTRATION  
COUNTY: SAN DIEGO

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES] :

(1) SANTANAS MEXICAN FOOD  
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1480 ROSELAND ST.  
(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)  
IN: SAN DIEGO, CA 92106  
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 SANTANAS GRILLING INC.  
(Corporate or Owner's Full Name - Type/Print)

#2  
(Corporate or Owner's Full Name - Type/Print)

CALIFORNIA  
(Residence address if not incorporated)  
(State of incorporation if incorporated)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(City and Zip)

#3  
(Corporate or Owner's Full Name - Type/Print)

#4  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(City and Zip)

- (4) This business is conducted by: ☐ an Individual ☐ Individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☒ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Limited Liability Company  
☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: JAN 1, 1992

SIGNATURE OF REGISTRANT: [Signature]

CLAUDIA V. SANTANA Vice President  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK, IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

Claudia Vallarta  
Respondent's Ex. 36  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

V.P. [Signature]

ASSIGNED FILE NO. ....

Case No. 92043152

SG00006

File No: 98 10001

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO  
CERTIFICATE OF PUBLICATION

SANTANAS MEXICAN FOOD  
Claudia V. Santana, Vice President/  
1480 Rosecrans St  
San Diego, CA 92106-

FILED  
GREGORY J. SMITH  
RECORDS COUNTY CLERK

MAY 28 1998

BY: \_\_\_\_\_  
DEPUTY

Affidavit of Publication  
Heartland News Legal Transcript  
10010 Campo Rd. (P.O. Box 188)  
Spring Valley, CA 91977  
(619) 670-6194

I, Ragina L. Stone hereby certify that The Heartland News is a weekly newspaper of general circulation within the provisions of the Government Code of the State of California, printed and published in the County of San Diego, State of California, and the

FICTITIOUS BUSINESS  
NAME STATEMENT

File No. 98 10001  
The name of the business: SANTANAS MEXICAN FOOD, located at: 1480 Rosecrans St, San Diego, CA 92106-, is (are) hereby registered by the following owner(s): Santanas Grill, Inc. California. This business conducted by: a Corporation. The registrant commenced the transaction of business on 1/1/92. s/s: Claudia V. Santana, Vice President/ Secretary; This statement was filed with Gregory J. Smith, County Clerk of San Diego County on Apr 14, 1998. May 7, 14, 21, 28, 1998.

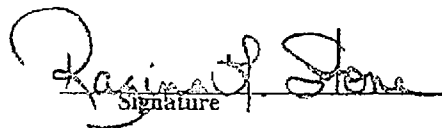
FICTITIOUS BUSINESS NAME STATEMENT

to which this certificate is annexed is a true and correct copy published in said newspaper on

May 7, 14, 21, 28, 1998

I certify under penalty of perjury that the foregoing is true and correct, at Spring Valley, California, on

May 28, 1998

  
Signature

File No: 98 10001

SG00007

**RESPONDENTS**  
**EXHIBIT 37**

PLEASE PRINT/TYPE  
INFORMATION  
AND RETURN ENTIRE FORM

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
COUNTY OF SAN DIEGO  
1600 PACIFIC HIGHWAY, RM. 260  
P.O. BOX 121750 SAN DIEGO, CA 92112-1750  
(619) 237-0502

FILED

#2003-020530

JUN 24 2003  
13:34

GREGORY J. SMITH

SAN DIEGO COUNTY RECORDER

FEES: 17.00

EXPIRES: JUN 24 2004

DEPT: 001-0007

SEE BACK OF FORM  
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

### FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

☐ Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD

b. \_\_\_\_\_

(2) LOCATED AT: 1480 ROSECRANS ST. SAN DIEGO, CA 92102  
(Must have Street Address of Business including City, State, and Zip -- P.O. Box not acceptable)

Mailing Address: \_\_\_\_\_

(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. ☐ An Individual E. ☐ Joint Venture I. ☐ A Limited Liability Company  
B. ☐ Husband and Wife F. ☒ A Corporation J. ☐ An Unincorporated Association-Other than a Partnership  
C. ☐ A General Partnership G. ☐ A Business Trust K. ☐ Other (Please Specify)  
D. ☐ A Limited Partnership H. ☐ Co-Partners

(4) THE FIRST DAY OF BUSINESS WAS: 1/1/92 OR IF NOT YET STARTED, CHECK HERE ☐

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 SANTANAS GRILL INC. #2 \_\_\_\_\_

Owner's Name or Corporation Name if incorporated

Owner's Name or Corporation Name if incorporated

CALIFORNIA

Residence Address or give STATE if incorporated

Residence Address or give STATE if incorporated

City State Zip

City State Zip

#3 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated

#4 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated

Residence Address or give STATE if incorporated

Residence Address or give STATE if incorporated

City State Zip

City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature]  
(Signature of Registrant)

CLAUDIA SANTANA Vice-President  
(Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.  
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW  
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.  
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF  
ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).  
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S  
RIGHTS ESTABLISHED UNDER LAW.



### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original  
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By B. Regoso Deputy

Claudia Vallarta  
Respondent's Ex. 37  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

FOR BANK AND OTHER AGENCY

Case No. 92043152

SG00008

# SAN DIEGO COMMERCE

2652 4<sup>th</sup> Avenue, Suite 200, San Diego, California 92103  
Telephone (619) 232-3486 / Fax (619) 232-1159

SD#: 559703

CLAUDIA SANTANA  
SANTANA'S MEXICAN FOOD  
1480 ROSECRANS STREET  
SAN DIEGO, CA 92106

FICTITIOUS BUSINESS  
NAME STATEMENT  
FILE NO. 2003-020530  
(1) FICTITIOUS BUSINESS NAME(S):  
SANTANA'S MEXICAN FOOD  
(2) LOCATED AT: 1480 Rosecrans St.,  
San Diego, CA 92106  
(3) THIS BUSINESS IS CONDUCTED  
BY: A Corporation  
(4) THE FIRST DAY OF BUSINESS  
WAS: 1/1/92.  
(5) THIS BUSINESS IS HEREBY  
REGISTERED BY THE FOLLOWING:  
Santana's Grill, Inc., California  
I declare that all information in this  
statement is true and correct. (A registrant  
who declares as true information which he  
or she knows to be false is guilty of a  
crime.)  
(6) /s/ CLAUDIA SANTANA Vice-  
President  
This Statement was filed with GREGORY  
J. SMITH, Recorder/County Clerk of SAN  
DIEGO County on June 24, 2003.  
NOTICE- This Fictitious Name Statement  
expires five (5) years from the date it was  
filed in the office of the County Clerk. A  
New Fictitious Business Name Statement  
must be filed before that time.  
The filing of this statement does not of  
itself authorize the use in this state of a  
Fictitious Business name in violation of  
the rights of another under Federal, State,  
or Common Law (See Section 14411 et  
seq., Business and Professions Code). IT  
IS THE RESPONSIBILITY OF THE  
REGISTRANT TO DETERMINE THAT  
THE FICTITIOUS BUSINESS NAME  
SELECTED WILL NOT VIOLATE  
ANOTHER'S RIGHTS ESTABLISHED  
UNDER LAW.  
07/15/03, 07/22/03, 07/29/03, 08/05/03  
SD- 559703#

## COPY OF NOTICE

Notice Type: FNS FICTITIOUS BUSINESS NAME  
Ad Description: 2003020530 SANTANA'S MEXICAN FOOD

To the right is a copy of the notice you sent to us for publication in the SAN DIEGO COMMERCE. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

07/15/03, 07/22/03, 07/29/03, 08/05/03

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$ 10.00
NetTotal	\$ 10.00

### Daily Journal Corporation

*Serving your legal advertising needs throughout California. Call your local office.*

San Diego Commerce	(619) 232-3486
Antelope Valley Journal	(661) 947-5009
Daily Commerce (Los Angeles)	(213) 229-5300
Orange County Reporter	(714) 543-2027
Riverside Business Journal	(909) 784-0111
San Francisco Daily Journal	(415) 252-0500
San Jose Post-Record	(408) 287-4866
Sonoma County Herald-Recorder	(707) 545-1166
The Los Angeles Daily Journal	(213) 229-5300
The (Oakland) Inter-City Express	(510) 272-4747
The (Sacramento) Daily Recorder	(916) 444-2355

SG00009

# **RESPONDENTS**

## **EXHIBIT 38**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

This Space For Use of County Clerk

#1997-000139

JAN 03 1997  
09:59

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 13.00  
EXPIRES: JAN 03 2002  
DEPUTY: J. NUCEGA

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANA'S MEXICAN FOOD  
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1525 MORENA BLVD  
(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)  
IN: SAN DIEGO, CA 92110  
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 ABELARDO SANTANA-LEE  
(Corporate or Owner's Full Name - Type/Print)

2067 CECELIA TERRACE  
(Residence address if not incorporated)  
(State of incorporation if incorporated)  
SAN DIEGO, CA 92110  
(City and Zip)

#3  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

#2 CLAUDIA V. SANTANA  
(Corporate or Owner's Full Name - Type/Print)

2067 CECELIA TERRACE  
(Residence address if not incorporated)  
(State of incorporation if incorporated)  
SAN DIEGO, CA 92110  
(City and Zip)

#4  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(4) This business is conducted by: ☐ an Individual ☒ Individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Limited Liability Company  
☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: JUNE 1, 1994

SIGNATURE OF REGISTRANT:

Claudia V. Santana  
CLAUDIA V. SANTANA

(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK, IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

Claudia V. Santana  
Respondent's Ex. 38  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

ASSIGNED FILE NO.

Case No. 92043152

SG00010

# **RESPONDENTS**

## **EXHIBIT 39**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

This Space For Use of County Clerk

#1998-010000

APR 14 1998  
13:19

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 13.00  
EXPIRES: APR 14 2003  
DEPUTY: SPETERSON

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES] :

(1) SANTANAS MEXICAN FOOD

(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1525 MORENA BLVD.

(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)

IN: SAN DIEGO, CA 92110

(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 SANTANAS GRILL INC.

(Corporate or Owner's Full Name - Type/Print)

CALIFORNIA

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

#3

(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

#2

(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

#4

(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

- (4) This business is conducted by: ☐ an Individual ☐ Individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☒ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Limited Liability Company  
☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: JUNE 1, 1994

SIGNATURE OF REGISTRANT:

Claudia V. Santana

CLAUDIA V. SANTANA Vice President/Exec  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK, IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

Claudia Vallarta  
Respondent's Ex. 39  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

H. R. Weiss

ASSIGNED FILE NO. ....

Case No. 92043152

SG00011

# **RESPONDENTS**

## **EXHIBIT 40**

PLEASE PRINT/TYPE  
INFORMATION  
AND RETURN ENTIRE FORM

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
COUNTY OF SAN DIEGO  
1600 PACIFIC HIGHWAY, RM. 260  
P.O. BOX 121750 SAN DIEGO, CA 92112-1750  
(619) 237-0502

FILED

#2003-020527

JUN 24 2003  
13:32

GREGORY J. SMITH

SAN DIEGO COUNTY RECORDER

FEES: 17.00

EXPIRES: JUN 24 2008

DEPUTY: COUNT007

SEE BACK OF FORM  
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING-  
BUSINESS AT THE SAME LOCATION  
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

### FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

☐ Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD

b. \_\_\_\_\_

(2) LOCATED AT:

1525 MORENA BLVD. SAN DIEGO, CA 92111  
(Must have Street Address of Business including City, State, and Zip-- P.O. Box not acceptable)

Mailing Address: \_\_\_\_\_

(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. ☐ An Individual E. ☐ Joint Venture I. ☐ A Limited Liability Company  
B. ☐ Husband and Wife F. ☒ A Corporation J. ☐ An Unincorporated Association-Other than a Partnership  
C. ☐ A General Partnership G. ☐ A Business Trust K. ☐ Other (Please Specify)  
D. ☐ A Limited Partnership H. ☐ Co-Partners

(4) THE FIRST DAY OF BUSINESS WAS: 6/1/94 OR IF NOT YET STARTED, CHECK HERE ☐

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 SANTANAS GRILL, INC. #2 \_\_\_\_\_

Owner's Name or Corporation Name if incorporated

Owner's Name or Corporation Name if incorporated

CALIFORNIA

Residence Address or give STATE if incorporated

Residence Address or give STATE if incorporated

City State Zip

City State Zip

#3 \_\_\_\_\_

Owner's Name or Corporation Name if incorporated

#4 \_\_\_\_\_

Owner's Name or Corporation Name if incorporated

Residence Address or give STATE if incorporated

Residence Address or give STATE if incorporated

City State Zip

City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) \_\_\_\_\_

(Signature of Registrant)

CLAUDIA SANTANA Vice-President  
(Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.  
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW  
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.  
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF  
ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).  
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S  
RIGHTS ESTABLISHED UNDER LAW.



### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original  
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By

B. Fregosa

Deputy

Claudia Vallarta  
Respondent's Ex. 40  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

# **RESPONDENTS**

## **EXHIBIT 41**



# GUARANTY OF LEASE

CB COMMERCIAL REAL ESTATE GROUP, INC.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER

This Guaranty of Lease (the "Guaranty") is attached to and made part of that certain real estate Lease (the "Lease") dated November 21, 1997, between Lear Investments, a California General Partnership, as Landlord, and Arturo L. Santana, as Tenant, covering the Property commonly known as 411 Broadway, El Cajon, California. The terms used in this Guaranty shall have the same definitions as set forth in the Lease. In order to induce Landlord to enter into the Lease with Tenant, Abelardo Santana and Claudia V. De Santana ("Guarantors"),

have agreed to execute and deliver this Guaranty to Landlord. Each Guarantor acknowledges that Landlord would not enter into the Lease if each Guarantor did not execute and deliver this Guaranty to Landlord.

1. **Guaranty.** In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, each Guarantor hereby irrevocably, unconditionally, jointly and severally guarantees the full, timely and complete (a) payment of all rent and other sums payable by Tenant to Landlord under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Tenant.

2. **Landlord's Rights.** Landlord may perform any of the following acts at any time during the Lease Term, without notice to or assent of any Guarantor and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Property, or this Guaranty, (d) consent to any transfer or assignment of Tenant's or any future tenant's interest under the Lease, (e) release one or more Guarantor, or amend or modify this Guaranty with respect to any Guarantor, without releasing or discharging any other Guarantor from any of such Guarantor's obligations or liabilities under this Guaranty, (f) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (g) apply such security and direct the order or manner of sale thereof as Landlord, in its sole discretion, deems appropriate, and (h) foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

3. **Tenant's Default.** This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or any Guarantor to enforce any of Landlord's rights or remedies against Tenant or any Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or any Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. **Guarantor's Waivers.** Each Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord, (c) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise, or against any other Guarantor, (d) any right to require Landlord to proceed against any security held from Tenant or any other party, (e) any right of subrogation and (f) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantors against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any part payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor.

5. **Separate and Distinct Obligations.** Each Guarantor acknowledges and agrees that such Guarantor's obligations to Landlord under this Guaranty are separate and distinct from Tenant's obligations to Landlord under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on any Guarantor's obligations to Landlord hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by tenant to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Tenant or for any substantial part of its property, (c) any assignment by Tenant for the benefit of creditors, (d) the failure of Tenant generally to pay its debts as such debts become due, (e) the taking of corporate action by Tenant in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantors under this Guaranty is not and shall not be affected or impaired by any payment made to Landlord under or related to the Lease for which Landlord is required to reimburse Tenant pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the Lease is assumed by Tenant or any trustee, or thereafter assigned by Tenant or any trustee to a third party, this Guaranty shall remain in full force and effect with respect to the full

Initials

ASL

ETS

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Society of Industrial Realtors,® Inc.  
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Form No. 6452 Rev 4/81

Claudia Vallarta  
Respondent's Ex. 41  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

SG00062

Case No. 92043152

performance of Tenant, any such trustee or any such third party's obligations under the Lease. If the Lease is terminated or rejected during any such proceeding, or if any of the events described in Subparagraphs (a) through (f) of this Paragraph 5 occur, as between Landlord and each Guarantor, Landlord shall have the right to accelerate all of Tenant's obligations under the Lease and each Guarantor's obligations under this Guaranty. In such event, all such obligations shall become immediately due and payable by Guarantors to Landlord. Guarantors waive any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant.

6. **Subordination.** All existing and future advances by Guarantor to Tenant, and all existing and future debts of Tenant to any Guarantor, shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty.

7. **Successors and Assigns.** This Guaranty binds each Guarantor's personal representatives, successors and assigns.


8. **Encumbrances.** If Landlord's interest in the Property or the Lease, or the rents, issues or profits therefrom, are subject to any deed of trust, mortgage or assignment for security, any Guarantor's acquisition of Landlord's interest in the Property or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgagee, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns. Any married Guarantor expressly agrees that Landlord has recourse against any Guarantor's separate property for all of such Guarantor's obligations hereunder.

9. **Guarantor's Duty.** Guarantors assume the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agree that Landlord shall have no duty to advise Guarantors of information known to it regarding such condition or any such circumstance.

10. **Landlord's Reliance.** Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

11. **Incorporation of Certain Lease Provisions.** Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of the Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part hereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty, except that (a) any notice which any Guarantor desires or is required to provide to Landlord shall be effective only if signed by all Guarantors and (b) any notice which Landlord desires or is required to provide to any Guarantor shall be sent to such Guarantor at such Guarantor's address indicated below, or if no address is indicated below, at the address for notices to be sent to Tenant under the Lease.

Signed on November 21, 1997, 19

  
Abelardo Santana

2067 Cecelia Terrace

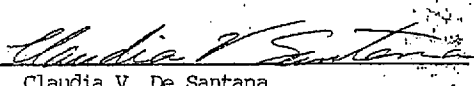
By: \_\_\_\_\_

San Diego, Ca. 92110

Its: \_\_\_\_\_

Address

Signed on November 21, 1997, 19

  
Claudia V. De Santana

2067 Cecelia Terrace

By: \_\_\_\_\_

San Diego, Ca. 92110

Its: \_\_\_\_\_

Address

**CONSULT YOUR ATTORNEY** - This document has been prepared for approval by your attorney. No representation or recommendation is made by CB Commercial Real Estate Group, Inc. or the Southern California Chapter of the Society of Industrial Realtors,® Inc., or the agents or employees of either of them as to the legal sufficiency, legal effect, or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

# **RESPONDENTS**

## **EXHIBIT 42**



## SHOPPING CENTER LEASE

NAME OF CENTER The Lear Center

1. PARTIES. This Lease, dated as of this 21st day of November, 1997, is made by and between Lear Investments, a California General Partnership (herein called "Landlord") and Arturo L. Santana (herein called "Tenant");

2. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), having dimensions of approximately 35 feet in frontage by 72 feet in depth and containing approximately 2550 square feet of floor area. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Premises are located in the City of El Cajon County of San Diego, State of California.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE. Tenant shall use the Premises for the operation of a sit down, drive through and take out Mexican restaurant

and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

#### 4. MINIMUM RENT.

4.A. Tenant agrees to pay to Landlord as Minimum Rent, without notice or demand, the monthly sum of Three Thousand Fifteen Dollars (\$3,315.00)

Dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof, except the first month's rent shall be paid upon the execution hereof. The rental shall commence (check applicable box):

☒ On the 1st day of January, 1998, if the premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date (this work, if any, to be set forth in the attached Exhibit B and in this latter event, the rental shall commence on said date only if Landlord shall have completed said work).

☐ 30 days after substantial completion of Landlord's Work as set forth in Exhibit B attached hereto and incorporated herein by reference, or when the Tenant opens for business, whichever is sooner. Landlord agrees that it will, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the attached Exhibit B labelled "Description of Landlord's Work and Tenant's Work". The term "substantial completion of the Premises" is defined as the date on which Landlord or its Architect notifies Tenant in writing that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit B hereof, with the exception of such work as Landlord cannot complete until Tenant performs necessary portions of its work. Tenant shall commence the installation of fixtures, equipment, and any of Tenant's Work as set forth in said Exhibit B, promptly upon substantial completion of Landlord's Work in the Premises and shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the expiration of said 30-day period.

Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4.B. THE MINIMUM RENTAL as set forth in 4(A) above shall be increased ~~if the Consumer Price Index - U.S. City Average - All Urban Consumers (Index) as published by the United States Department of Labor's Bureau of Labor Statistics, increases over the base period Index. The base period Index shall be the Index for the calendar month which is four months prior to the month in which rentals commence. The base period Index shall be compared with the Index for the same calendar month for each subsequent year (comparison month). If the Index for any comparison month is higher than the base period Index, then the minimum rental for the next year shall be increased by the identical percentage commencing with the next rental commencement month. In no event shall the Minimum Rental be less than that set forth in 4(A) above. (By way of illustration only, if Tenant commenced paying rent in June of 1977, then the base period Index is that for February 1977 (assume 196.31) and that Index shall be compared to the Index for February 1978 (assume 185.8), and because the Index for February 1978 is 5.39% higher, the minimum rental commencing June, 1978, shall be 5.39% higher; likewise the Index for February 1979 shall be compared with the Index for February 1977).~~

~~Should the Bureau discontinue the publication of the above Index, or publish same less frequently, or alter same in some other manner, then Landlord shall adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.~~

#### 5. TERM.

The lease term shall be Ten (10) full calendar years, plus the partial year in which the rental commences. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the lease term, i.e. construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the lease term.

6. SECURITY DEPOSIT. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum equivalent to the first ~~two~~ months rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

\* at a fixed three percent (3%) per annum

## 7. ADDITIONAL CHARGES.

### ~~7.A. Percentage Rent.~~

~~I. In addition to the Minimum Rent to be paid by Tenant pursuant to Article 4, Tenant shall pay to Landlord at the time paid in the manner herein specified additional rent in an amount equal to \_\_\_\_\_ % of the amount of Tenant's gross sales made in, upon or from the Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.~~

~~II. Within thirty (30) days after the end of each calendar month following commencement of rents, Tenant shall furnish to Landlord a statement, in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Premises during each calendar month, less the Minimum Rent for such prior calendar month, if previously paid. Said statement and payment shall be made with the succeeding month's regular rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct, showing the total gross sales by months made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 4 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly, shall be computed and adjusted on an annual basis.~~

~~III. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.~~

~~IV. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit, of each separate department, subtenant, and concessionaire operated at any time in the Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy in favor of Tenant of greater than a two (2%) percent error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be cancelled and terminated, at the option of Landlord.~~

### 7.B. Adjustments.

I. In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease Tenant shall pay to Landlord the following items, herein called Adjustments:

(a) All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter, (provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

(b) That percent of the total cost of the following items as Tenant's total floor area bears to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter.

(i) All real estate taxes, including assessments, all insurance costs, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the Shopping Center.

(ii) All costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants or occupants of the Shopping Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (i) above.

(iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities serving the premises.

II. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center for the prior calendar year and Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any over-payment by Tenant shall be credited towards the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided.

8. **USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and govern-

mental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**10. ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal.

**11. REPAIRS.**

**11.A.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning system (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**11.B.** Notwithstanding the provisions of Article 11.A. hereinabove, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

**12. LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

**13. ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void; and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed One Hundred and No/100ths (\$100.00) Dollars, incurred in connection with the processing of documents necessary to giving of such consent.

**14. HOLD HARMLESS.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

**15. SUBROGATION.** As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**16. LIABILITY INSURANCE.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than ~~\$200,000.00~~\* for injury or death of one person in any one accident or occurrence and in the amount of not less than ~~\$500,000.00~~ for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$50,000.00. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancellable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

\* One Million Dollars (\$1,000,000.00)

17. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

18. **PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

20. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

21. **ENTRY BY LANDLORD.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. **TENANT'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

22.A. The vacating or abandonment of the Premises by Tenant.

22.B. The failure by Tenant to make any payment of rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

22.C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 22.B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

22.D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in his sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

23.A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

23.B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

23.C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

24. **DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. **RECONSTRUCTION.** In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (2) give

notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination.

Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

26. **EMINENT DOMAIN.** If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

27. **PARKING AND COMMON AREAS.** Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article 27, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A".

27.A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

27.B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

27.C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

27.D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. **SIGNS.** The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

29. **DISPLAYS.** The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. **AUCTIONS.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

31. **HOURS OF BUSINESS.** Subject to the provisions of Article 26 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

~~32. **MERCHANTS' ASSOCIATION.** If a majority of tenants in the Shopping Center shall determine that it is in the best interests of the Shopping Center, Tenant will become a member of, and participate fully in, and remain in good standing in the Merchants' Association (as soon as the same has been formed), organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the regulations of such Association. Each member tenant shall have one (1) vote, and the Landlord shall also have one (1) vote, in the operation of said Association. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. The Tenant agrees to pay minimum dues to the Merchants' Association, provided however, that in no event shall the dues paid by Tenant in any fiscal year of said Association be in excess of twenty (20) cents per square foot of Premises leased to Tenant. Default in payment of dues shall be treated in similar manner to default in rent with like rights of Landlord as to the collection thereof on behalf of the Merchants' Association.~~

### 33. **GENERAL PROVISIONS.**

(i) **Plats and Riders.** Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.

(ii) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(iii) **Joint Obligation.** If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

(iv) **Marginal Headings.** The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(v) **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(vi) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vii) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(viii) Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(ix) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(x) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(xi) Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(xii) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(xiii) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(xiv) Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

(xv) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

(xvi) Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and in hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(xvii) Subordination, Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

(xviii) Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: 455 Broadway, El Cajon, Ca. 92021

To Tenant at: 411 Broadway, El Cajon, Ca. 92021

(xix) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(xx) Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

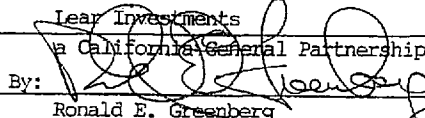
~~64. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease excepting only Coldwell Banker Commercial Real Estate Services, a division of Coldwell Banker Commercial Group, Inc. and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease.~~

Check If  
Applicable  
☐

65. Landlord and Tenant hereby acknowledge that Coldwell Banker Commercial Real Estate Services represents both parties herein, and Landlord and Tenant consent thereto.

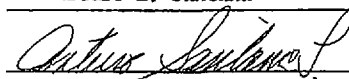
Consult Your Attorney:

If this Lease has been filled in it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by Coldwell Banker Commercial Real Estate Services or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease.

Icar Investments  
a California General Partnership  
By:   
Ronald E. Greenberg

(Landlord)

Arturo L. Santana



(Tenant)

Coldwell Banker Commercial Real Estate Services is a division of Coldwell Banker Commercial Group, Inc., a Delaware corporation.

# **RESPONDENTS**

## **EXHIBIT 43**

ABELARDO SANTANA 3103563 1922  
CLAUDIA V. SANTANA  
PH: 619-276-2626  
2067 CECILIA TERR.  
SAN DIEGO, CA 92110

10-16-97

Five Thousand and no/100 Dollars

GREAT WESTERN BANK  
A FEDERAL SAVINGS BANK  
5111 MISSION CENTER ROAD  
SAN DIEGO, CA 92108  
1-800-STATUS

MIDWAY Deposit

123222700391 0968014139 1922 0000500000

Claudia V. Santana  
Respondent's Ex. 43  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

**RESPONDENTS**  
**EXHIBIT 44**

## COMBINATION PLATES

(INCLUDES RICE AND BEANS)

- 1.- CARNE ASADA OR CARNITAS (INCLUDES 3 CORN OR 2 FLOUR TORTILLAS).....5.50
- 2.- TWO CARNE ASADA TACOS.....5.50
- 3.- TWO CHILES RELLENOS.....5.00
- 4.- TOSTADA & BEEF TACO.....4.80
- 5.- TWO BEEF TACOS.....4.80
- 6.- TWO CHICKEN TACOS.....4.80
- 7.- TWO FISH TACOS.....4.80
- 8.- TOSTADA & ENCHILADA.....4.80
- 9.- BEEF TACO & ENCHILADA.....4.80
- 10.- CHILE RELLENO & ENCHILADA.....4.80
- 11.- TWO CHEESE ENCHILADAS.....4.70
- 12.- CHOOSE ANY ITEM FROM OUR REGULAR MENU AND FOR ONLY 1.50 EXTRA WILL GIVE YOU A PLATE WITH RICE AND BEANS.

## QUESADILLAS

- 1.- TECTATE CHICKEN OR CARNE ASADA WITH JACK CHEESE, SOUR CREAM & GUACAMOLE.....4.20
- 2.- QUESOMUSH CHICKEN OR CARNE ASADA WITH JACK CHEESE, MUSHROOMS.....4.20
- 3.- CALIFORNIA JACK OR CHEDDAR.....2.20

## CHIPS

- 1.- PLAIN.....1.00
- 2.- WIHT CHEESE OR SALSA.....1.50
- 3.- W I H T C H E E S E & GUACAMOLE.....3.25
- 4.- CHIPS OR FRIES WIHT CHEESE, GUACAMOLE, SOUR CREAM, MEXICAN SALSA, CARNE ASADA OR CHICKEN.....4.50

## TOSTADAS

(WITH BEANS, SOUR CREAM, CHEESE AND LETTUCE)

- 1.- BEEF \* BEANS \* CHICKEN \* CARNITAS.....2.10
- 2.- FLYING SAUCER CHICKEN OR BEEF.....3.50

1480 ROSECRANS ST.  
SAN DIEGO, CA  
(619) 226-2033

1525 MORENA BLVD.  
SAN DIEGO, CA  
(619) 276-6010



... Es Muy Bueno

HOME OF CALIFORNIA BURRITO

3742 MIDWAY DR.  
SAN DIEGO CA  
(619) 523-9517

471 BROADWAY ST.  
EL CAJON, CA  
(619) 444-4628

## BURRITOS

- 1.- CALIFORNIA BURRITO WITH POTATOES, SALSA, CHEDDAR, CARNE ASADA OR CHICKEN.....3.00
- 2.- CARNE ASADA \* CARNITAS \* GRILLED CHICKEN WITH SALSA & GUACAMOLE.....3.00
- 3.- FISH CABBAGE, SALSA & WHITE SAUCE.....3.00
- 4.- 1 LB. GREEN PORK WITH RICE AND BEANS INSIDE.....3.00
- 5.- BEANS.....1.75
- 6.- ACHIOTE CHICKEN.....2.50
- 7.- SHRIMP WITH RICE, BEANS & SOUR CREAM INSIDE.....3.75
- 8.- CHIMICHANGA CHICKEN OR BEEF.....3.75

## TORTAS

(WITH GUACAMOLE AND LETTUCE)

- 1.- CARNE ASADA \* HAM & CHEESE \* CHICKEN \* BEEF \* CARNITAS.....2.75

## EXTRAS

(ONLY INSIDE YOUR ORDER)

- 1.- RICE \* BEANS \* SOUR CREAM \* CHEESE MEXICAN SALSA \* LETTUCE.....0.40
- 2.- GUACAMOLE.....0.60
- 3.- CHICKEN \* CARNE ASADA \* CARNITAS FISH.....1.25

## TACOS

- 1.- CARNE ASADA TACO.....2.10
- 2.- CARNITAS.....2.00
- 3.- BEEF \* FISH \* CHICKEN.....1.80
- 4.- 4 BEEF ROLLED TACOS WITH GUACAMOLE.....2.20
- 5.- 4 BEEF ROLLED TACOS WITH CHEESE.....1.60
- 6.- 3 CHICKEN FLAUTAS WITH GUACAMOLE.....2.25
- 7.- 3 CHICKEN FLAUTAS WITH CHEESE.....1.75

## ENCHILADAS

(WITH CHEDDAR AND LETTUCE)

- 1.- CHICKEN \* CHEESE \* BEEF.....3.25

## SIDES

- 1.- 1/2 PT. BEANS OR RICE.....1.20
- 2.- 1/2 PT. SALSA OR SOUR CREAM.....1.50
- 3.- 1/2 PT. GUACAMOLE.....1.75
- 4.- 2 CORN OR 1 FLOUR TORILLAS CARROTS.....0.40

## REFRESHMENTS

- 1.- FRESH LEMONADE \* HORCHATA \* JAMAICA TAMARINDO \* NESTEA \* MILK \* ORANGE JUICE.....1.00
- 2.- COKE \* DIET COKE \* SPRITE \* DR. PEPPER \* ROOT BEER \* ORANGE.....0.90
- 3.- BOTTLED WATER.....0.75

## DAILY

- 1.- ENCHILADAS COM CHICKEN, ONE CHEESE AND CHIPS.....
- 2.- CARNE ASADA TACOS, SOUR CREAM, CHEESE, SALSA & A SODA.....
- 3.- CHICKEN BURRITO, BEANS AND SOUR CREAM.....
- 4.- BUY TWO FISH TACOS FREE.....
- 5.- 4 BEEF ROLLED TACOS, FLAUTAS PLATE WITH CHIPS AND YOUR CHOICE OF ANY 4 CHEESE \* LETTUCE \* SALSA \* GUACAMOLE.....
- 6.- 1 LB. VEGGIE CHOICE OF ANY 4 CHEESE \* LETTUCE \* SALSA \* POTATOES.....

## BREA

(INCLUDES RICE)

- 1.- MACHACA O CHOCHO.....
- 2.- HUEVOS RANCHEROS.....
- 3.- EGGS SALSA & CHIPS.....
- 4.- SCRAMBLED EGGS WITH BACON.....

## BUR

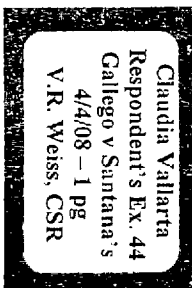
- 1.- MACHACA OR CHOCHO.....
- 2.- BUENOS DIAS BURRITO, POTATOES, BACON, CHORIZO, POTATOES.....

## TOR

(WITH LETTUCE)

- 1.- MACHACA TORTA.....
- 2.- CHORIZO TORTA.....
- 3.- EGGS SALSA & CHIPS.....

asa de oro  
4.64.04.62



Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 45**

A

SPECIAL  
RESTAURANT  
PACKAGE  
DECLARATIONS

☐ TRUCK INSURANCE EXCHANGE ☒ MID-CENTURY INSURANCE COMPANY ☐ FARMERS INSURANCE EXCHANGE

MEMBER OF FARMERS INSURANCE GROUP OF COMPANIES  
HOME OFFICE: 4680 Wilshire Blvd., Los Angeles, California 90010



ABELARDO & CLAUDIA SANTANA AND ARTURO

SANTANA

DBA: SANTANAS MEXICAN GRILL

411 BROADWAY  
EL CAJON CA. 92021

K358250

Prod.  
Count

Prematic Acc't. No.

94-51-0378 60216-83-76

Agent

Policy Number

1. Named  
Insured  
Mailing  
Address

2. Insured Location same as mailing address unless otherwise stated:

The named insured is an individual unless otherwise stated:

☒ Partnership

☐ Corp.

☐ Other

Type of Business: RESTAURANT

3. Policy Period from 12/18/97 (Not prior to time applied for) to 12/18/98

at NOON Standard Time (12:01 AM in California, Oregon, Arkansas, Washington, Idaho, and Oklahoma.) This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we shall renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules, and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

Mortgagee:

Claudia Vallarta  
Respt's Ex. 45-A  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Loan #

Loan #

\$ 2,728 Premium  
\$ 10 Membership Fee  
\$ 0  
\$ 2,728 BALANCE DUE

Policy Forms and Endorsements attached at inception

56-5149 E0022 E4103 E4169 E4201  
E4217 E4263 E5036 E5125 S6043

We provide insurance only for those coverages indicated by a specific limit or by an ☒

	COVERAGES	LIMITS OF INSURANCE	DEDUCTIBLE
SECTION I Property and Loss of Income	Building	\$ 80,000	\$250 applies unless indicated below:
	Business Personal Property	\$ 24,000	<input type="checkbox"/> \$500 <input checked="" type="checkbox"/> \$1000 <input type="checkbox"/> \$
	Loss of Earnings: <input checked="" type="checkbox"/> 25% <input type="checkbox"/> 33 1/3% <input type="checkbox"/> 16 2/3% <input type="checkbox"/> 8 1/3%	\$ 5,000	NONE
	Accounts Receivable	\$ 5,000	Above deduct-
	Valuable Papers	\$ 5,000	ible applies
	<input checked="" type="checkbox"/> Building Glass (Blanket)	REPLACEMENT COST	unless other
	<input checked="" type="checkbox"/> Outdoor Sign Coverage	\$ 5,000	option indi-
SECTION II Liability and Medical	<input type="checkbox"/> Earthquake Coverage	\$ 0	\$ 100
	Building:	\$ 0	\$ 100
	Business Personal Property:	\$ 0	<input type="checkbox"/> % <input type="checkbox"/> 5% <input type="checkbox"/> 15%
			of the applicable Ins. Limit
SECTION III Crime	Business Liability	LIMITS OF LIABILITY	DEDUCTIBLE
	The completed operations and products hazards combined is an aggregate limit of liability for all occurrences during the policy period.	EACH OCCURRENCE	\$5,000 DEDUCTIBLE
	Fire Legal Liability	\$ 150,000	APPLIES TO ADVERTISING
	Medical Payments to Others \$5,000 ea. person	\$ 25,000	INJURY ONLY SEE POLICY
	<input type="checkbox"/> Liquor Liability	\$ 0	
		LIMITS OF INSURANCE	DEDUCTIBLE
	<input type="checkbox"/> Agreement I - Employee Dishonesty	\$ 0	NONE
	Agreement II - Broad Form Money and Securities - Inside	\$ 2,500	\$100
	Agreement III - Broad Form Money and Securities - Outside	\$ 2,500	
		each	
	Agreement IV - Medical Payments	\$ 500 person	NONE
	Agreement V - Depositors Forgery	\$ 2,500	

See reverse side for Lender's  
Loss Payable Endorsement

1/18/98

Countersigned

AGENT'S COPY

Authorized Representative

F-95 141

Case No. 92043152

**B**

☒ TRUCK INSURANCE EXCHANGE

☐ FARMERS INSURANCE EXCHANGE

☐ MID-CENTURY INSURANCE COMPANY

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES  
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

**POLICY DECLARATIONS**  
**RESTAURANTS - PRIMARY**

1. Named : ABELARDO & CLAUDIA SANTANA &  
Insured : ARTURO SANTANA  
Mailing : DBA-SANTANAS MEXICAN GRILL  
Address : 411 BROADWAY  
EL CAJON CA 92021

K353250  
EasyPay Acct. No. Prod. Count  
99-51-376 60216-83-75  
Agent No. Policy Number

The named insured is an individual unless otherwise stated:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

Type of Business RESTAURANT

2. Policy Period from 12/18/98 (not prior to time applied for) to 12/18/99 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

001 001 411 BROADWAY

EL CAJON

CA 92021

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

**PROPERTY**

**COVERAGES AND LIMITS OF INSURANCE**

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$80,000
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED

Case No. 92043152

Claudia Vallarta  
Respt's Ex. 45-B  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

**ADDITIONAL COVERAGES**

COVERAGE	All Premises

C

☒ TRUCK INSURANCE EXCHANGE    ☐ FARMERS INSURANCE EXCHANGE    ☐ MID-CENTURY INSURANCE COMPANY

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES  
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

**POLICY DECLARATIONS**

1. **RESTAURANTS - PRIMARY**

Named : ABELARDO & CLAUDIA SANTANA &	K353250	
Insured : ARTURO SANTANA	EasyPay Acct. No.	Prod. Count
Mailing : DBA SANTANAS MEXICAN GRILL	99-51-376	60216-83-75
Address : 411 BROADWAY	Agent No.	Policy Number
EL CAJON CA 92021		

The named insured is an individual unless otherwise stated:

☒ Partnership    ☐ Corporation    ☐ Joint Venture    ☐ Organization (Any other)

Type of Business **RESTAURANT**

2. Policy Period from 12/18/99 (not prior to time applied for) to 12/18/00 12:01 a.m. Standard Time  
If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

001 001 411 BROADWAY    EL CAJON    CA 92021

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

**PROPERTY**

**COVERAGES AND LIMITS OF INSURANCE**

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$80,000
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
Case No. 92043152	
<div style="border: 1px solid black; padding: 5px; width: fit-content;">           Claudia Vallarta            Resp't's Ex. 45-C            Gallego v Santana's            4/4/08 - 1 pg            V.R. Weiss, CSR         </div>	

**ADDITIONAL COVERAGES**

COVERAGE	All Premises



**D**

**CK INSURANCE EXCHANGE**

**MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES**  
**HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010**

**POLICY DECLARATIONS**

1. **RESTAURANTS - PRIMARY**

**Named** : ABELARDO & CLAUDIA SANTANA &  
**Insured** : ARTURO SANTANA  
**Mailing** : -SANTANAS MEXICAN GRILL  
**Address** : 411 BROADWAY  
**EL CAJON CA 92021**

**K353250**

**EasyPay Acct. No.**

**Prod. Count**

**99-51-376**

**60216-83-75**

**Agent No.**

**Policy Number**

The named insured is an individual unless otherwise stated:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

**Type of Business RESTAURANT**

2. Policy Period from **12/18/00** (not prior to time applied for) to **12/18/01 12:01 a.m. Standard Time**

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

**001 001 411 BROADWAY**

**EL CAJON**

**CA 92021**

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

**PROPERTY**

**COVERAGES AND LIMITS OF INSURANCE**

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$88,000
AUTOMATIC INCREASE	4%
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500

**Case No. 92043152**

**Claudia Vallarta**  
**Respt's Ex. 45-D**  
**Gallego v Santana's**  
**4/4/08 - 1 pg**  
**V.R. Weiss, CSR**

**ADDITIONAL COVERAGES**

COVERAGE	All Premises



**E**

**LOCK INSURANCE EXCHANGE**

**MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES**  
**HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010**

**POLICY DECLARATIONS**

**RESTAURANTS - PRIMARY**

Named : ABELARDO & CLAUDIA SANTANA &  
 Insured : ARTURO SANTANA  
 Mailing : -SANTANAS MEXICAN GRILL  
 Address : 411 BROADWAY  
 EL CAJON CA 92021

**K353250**

EasyPay Acct. No.

**99-51-376**

Agent No.

Prod. Count

**60216-83-75**

Policy Number

The named insured is an individual unless otherwise stated:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

Type of Business **RESTAURANT**

2. Policy Period from **12/18/01** (not prior to time applied for) to **12/18/02** 12:01 a.m. Standard Time  
 If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

**001 001 411 BROADWAY**

**EL CAJON**

**CA 92021**

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

**PROPERTY**

**COVERAGES AND LIMITS OF INSURANCE**

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$91,500
AUTOMATIC BUILDING INCREASE	4%
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500
OUTDOOR TREES, SHRUBS, PLANTS	\$2,500

Case No. 92043152

Claudia Vallarta  
 Respt's Ex. 45-E  
 Gallego v Santana's  
 4/4/08 - 1 pg  
 V.R. Weiss, CSR

**ADDITIONAL COVERAGES**

COVERAGE	All Premises



**F**

## INSURANCE EXCHANGE

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES  
HOME OFFICE: 4880 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

## POLICY DECLARATIONS

## RESTAURANTS - PRIMARY

Named : ABELARDO SANTANA SEE E0002  
Insured : SANTANAS MEXICAN GRILL  
Mailing : 411 BROADWAY  
Address : EL CAJON CA 92021-5422

K353250

EasyPay Acct. No.

Prod. Count

99-51-376

60216-83-75

Agent No.

Policy Number

The named insured is an individual unless otherwise stated:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

Type of Business RESTAURANT

2. Policy Period from 12/18/02 (not prior to time applied for) to 12/18/03 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

## PROPERTY

## COVERAGES AND LIMITS OF INSURANCE

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$98,800
AUTOMATIC BUILDING INCREASE	6%
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500
OUTDOOR TREES, SHRUBS, PLANTS	\$2,500

Case No. 92043152

Claudia Vallarta  
Respt's Ex. 45-F  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

## ADDITIONAL COVERAGES

COVERAGE	All Premises



**G**

**TRUCK INSURANCE EXCHANGE**

**MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES**  
**HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010**

**POLICY DECLARATIONS**

**1. RESTAURANTS - PRIMARY**

Named : ABELARDO SANTANA SEE E0002  
 Insured : SANTANAS MEXICAN GRILL  
 Mailing : 411 BROADWAY  
 Address : EL CAJON CA 92021-5422

**K353250**

EasyPay Acct. No.

Prod. Count

**99-51-376**

**60216-83-75**

Agent No.

Policy Number

The named insured is an individual unless otherwise stated:

☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

Type of Business **RESTAURANT**

2. Policy Period from **12/18/03** (not prior to time applied for) to **12/18/04** 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

**PROPERTY**

**COVERAGES AND LIMITS OF INSURANCE**

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$106,700
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500
OUTDOOR TREES, SHRUBS, PLANTS	\$2,500

**Case No. 92043152**

Claudia Vallarta  
 Respt's Ex. 45-G  
 Gallego v Santana's  
 4/4/08 - 1 pg  
 V.R. Weiss, CSR

**ADDITIONAL COVERAGES**

COVERAGE	All Premises



# **RESPONDENTS**

## **EXHIBIT 46**

Attach to your policy with the same policy number shown on this endorsement.

E  
15

Named Insured: ABELARDO & CLAUDIA SANTANA AND ARTURO SANTANA  
DBA: SANTANAS MEXICAN GRILL  
Mailing Address: 411 BROADWAY  
EL CAJON, CA 92021

Agent  
95-51-0376

Policy N  
60216  
of the C  
DESIGNATION  
Deck

Location: 411 BROADWAY EL CAJON, CA 92021  
(Same as above unless otherwise stated here)

Effective Date: 12/18/97

Limit of Liability: \$1,000,000 each occ

### Additional Insured Endorsement (Special Sentinel)

In consideration of the premium we agree with you to the following:

1. The insurance provided by this policy for bodily injury liability and property damage liability under Co D - Business Liability insurance shall also apply to the additional insured named below, but only with respect to an occurrence arising out of the ownership, maintenance or use of that part of the insured location occupied by you.
2. This insurance does not apply to:  
(a) Any occurrence which takes place after you cease to occupy the insured location.  
(b) Any structure alterations, new construction or demolition operations performed by or for any additional insured named below.
3. The additional insured shall not be construed or deemed to be a subscriber to the Company issuing this.
4. The additional insured shall not be or become liable for any premium payments due upon this policy.
5. If this policy is terminated for any reason we shall give 30 days notice in writing to the additional insured below.

This endorsement is part of your policy. It supersedes and controls anything to the contrary.  
It is otherwise subject to all other terms of the policy.

Additional Insured: LEAR INVESTMENTS, A CALIFORNIA GENERAL PARTNERSHIP  
455 BROADWAY  
EL CAJON, CA 92021

Countersigned *Cellan Meady*  
Authorized Representative

Claudia Vallarta  
Respondent's Ex. 46  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152



# **RESPONDENTS**

## **EXHIBIT 47**

RECORDER/COUNTY CLERK

ASSIGNED FILE NO. ....

Claudia Vallarta  
Respondent's Ex. 47  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Form 231 Co. CLK (REV. 10-85)

Case No. 92043152

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq, Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK. IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

ON DATE INDICATED BY FILE STAMP ABOVE.

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY

(Print name of person signing and, if a Corporate Officer, also state title)

Arturo Santana

SIGNATURE OF REGISTRAR

(5) THE TRANSACTION OF BUSINESS BEGAN ON:

- (4) This business is conducted by:
- ☒ an individual
  - ☐ a partnership
  - ☐ a corporation
  - ☐ a limited partnership
  - ☐ an unincorporated association - other than a partnership
  - ☐ a sole proprietorship
  - ☐ a joint venture
  - ☐ a general partnership
  - ☐ a limited liability company

(City and Zip)

(Residence address if not incorporated)

(Corporate or Owner's Full Name - Type/Print)

(City and Zip)

(Residence address if not incorporated)

(Corporate or Owner's Full Name - Type/Print)

(City and Zip)

IS (NAME) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

Arturo Santana

(Street Address of Business - If No Street Address, Mailed - One Exact Location of Business Plus P.O. Box or Rural Route)

411 Broadway St

El Cajon Ca 92021

(Print Fictitious Business Name(s) on Line Above)

Santanas Mexican Grill

THE NAME(S) OF THE BUSINESS(ES):

This Space For Use of County Clerk

FICTITIOUS BUSINESS NAME STATEMENT

FILING FEE  
\$13.00 FOR FIRST BUSINESS NAME ON STATEMENT  
\$2.00 FOR EACH ADDITIONAL BUSINESS NAME  
\$2.00 FOR EACH ADDITIONAL LOCATION AND DOING BUSINESS AT THE SAME LOCATION  
\$2.00 FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

SEE REVERSE SIDE  
FOR INSTRUCTIONS

PLEASE PRINT OR TYPE  
FIRMLY, YOU ARE MAKING  
MULTIPLE COPIES.

#1997-032207  
DEC 17 1997  
GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEE: \$13.00  
EXPIRES: DEC 17 2002  
LEGIT: CONTINUATION

# **RESPONDENTS**

## **EXHIBIT 48**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

FILED  
This Space For Use of County Clerk  
#1998-007716

MAR 20 1998  
14:12

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 13.00  
EXPIRES: MAR 20 2003  
DEPUTY: KIM DISC

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANAS MEXICAN GRILL  
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 3742 MIDWAY DRIVE  
(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)  
IN: SAN DIEGO, CA 92110  
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 CLAUDIA V. SANTANA  
(Corporate or Owner's Full Name - Type/Print)  
2067 CECILIA TERRACE  
(Residence address if not incorporated)  
(State of incorporation if incorporated)  
SAN DIEGO, CA 92110  
(City and Zip)

#2 ABELARDO SANTANA  
(Corporate or Owner's Full Name - Type/Print)  
2067 CECILIA TERRACE  
(Residence address if not incorporated)  
(State of incorporation if incorporated)  
SAN DIEGO, CA 92110  
(City and Zip)

#3  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

#4  
(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of incorporation if incorporated)

(City and Zip)

(4) This business is conducted by: ☐ an Individual ☒ Individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Limited Liability Company  
☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: N/A

SIGNATURE OF REGISTRANT:

CLAUDIA V. SANTANA  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK, IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

Claudia V. Santana  
Respt's Ex. 48-A  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

Case No. 92043152

ASSIGNED FILE NO.

SG00013

CERTIFICATE OF PUBLICATION

Claudia V. Santana  
Santanas Mexican Grill  
2067 Cecelia Terrace  
San Diego, CA 92110

FILED  
GREGORY J. SMITH  
RECORDER/COUNTY CLERK

MAY 08 1998

BY: \_\_\_\_\_  
DEPUTY

IN THE MATTER OF

NO.

Santanas Mexican Grill

1998-007716

FICTITIOUS BUSINESS  
NAME STATEMENT

File No. 1998-007716  
THE NAME OF THE BUSINESS:  
Santanas Mexican Grill  
LOCATED AT: 3742 Midway Drive  
IN: San Diego, CA 92110  
IS (ARE) HEREBY REGISTERED BY  
THE FOLLOWING OWNER(S):  
Claudia V. Santana  
2067 Cecelia Terrace  
San Diego, CA 92110  
Abelardo Santana-Lee  
2067 Cecelia Terrace  
San Diego, CA 92110  
This business is conducted by:  
Individuals-Husband and Wife  
THE TRANSACTION OF BUSINESS  
BEGAN ON: N/A  
Claudia V. Santana  
THIS STATEMENT WAS FILED WITH  
RECORDER/COUNTY CLERK OF SAN  
DIEGO COUNTY ON MAR 20 1998  
Pub. April 17, 24 May 1, 8-4511103

I, Sylvia Serrano, am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the San Diego Daily Transcript, a newspaper of general circulation, printed and published daily, except Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

FICTITIOUS BUSINESS NAME

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

APRIL 17, 24, MAY 1, 8

I certify under penalty of perjury that the foregoing is true and correct.

Dated at San Diego, California this 8 day of

May, 1998

Sylvia Serrano  
(Signature)

**B**

PLEASE PRINT OR TYPE  
FIRMLY. YOU ARE MAKING  
MULTIPLE COPIES.

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
1600 Pacific Highway, Room 260  
P.O. Box 1750  
San Diego, California 92112-4147  
(619) 237-0502

This Space For Use of County Clerk

#1998-010002

APR 14 1998  
13:24

SEE REVERSE SIDE  
FOR INSTRUCTIONS

FILING FEE  
\$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 13.00  
EXPIRES: APR 14 2003  
DEPUTY: KPETERSON

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES] :

(1) SANTANAS MEXICAN GRILL

(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 3742 MIDWAY DRIVE

(Street Address of Business - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)

IN: SAN DIEGO, CA 92110

(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 SANTANAS GRILL INC.

(Corporate or Owner's Full Name - Type/Print)

CALIFORNIA

(Residence address if not incorporated)  
(State of Incorporation if incorporated)

(City and Zip)

#3

(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of Incorporation if incorporated)

(City and Zip)

#2

(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of Incorporation if incorporated)

(City and Zip)

#4

(Corporate or Owner's Full Name - Type/Print)

(Residence address if not incorporated)  
(State of Incorporation if incorporated)

(City and Zip)

- (4) This business is conducted by: ☐ an Individual ☐ Individuals - Husband and Wife ☐ a General Partnership  
☐ a Limited Partnership ☒ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture  
☐ an Unincorporated Association - other than a Partnership ☐ Limited Liability Company  
☐ Other (Specify) \_\_\_\_\_

(5) THE TRANSACTION OF BUSINESS BEGAN ON: N/A

SIGNATURE OF REGISTRANT: [Signature]

CLAUDIA V. SANTANA Vice President  
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY  
ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK, IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

Claudia Vallarta  
Respt's Ex. 48-B  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

[Signature]

Case No. 92043152

ASSIGNED FILE NO. \_\_\_\_\_

SG00015

File No: 98 10002

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO  
CERTIFICATE OF PUBLICATION

SANTANAS MEXICAN GRILL  
Claudia V. Santana, Vice President/  
3742 Midway Drive  
San Diego, CA 92110-

F I L E D  
GREGORY J. SMITH  
RECORDING CLERK

MAY 28 1998

BY: \_\_\_\_\_  
DEPUTY

Affidavit of Publication  
Heartland News Legal Transcript  
10010 Campo Rd. (P.O. Box 188)  
Spring Valley, CA 91977  
(619) 670-6194

I, Regina L. Stone hereby certify that The Heartland News is a weekly newspaper of general circulation within the provisions of the Government Code of the State of California, printed and published in the County of San Diego, State of California, and the

FICTITIOUS BUSINESS  
NAME STATEMENT

File No. 98 10002

The name of the business: SANTANAS MEXICAN GRILL, located at: 3742 Midway Drive, San Diego, CA 92110-, , Is (are) hereby registered by the following owner(s): Santanas Grill, Inc. California This business conducted by: a Corporation. The registrant commenced the transaction of business on n/a. s/s: Claudia V. Santana, Vice President/ Secretary ; This statement was filed with Gregory J. Smith, County Clerk of San Diego County on Apr 14, 1998. May 7, 14, 21, 28, 1998.

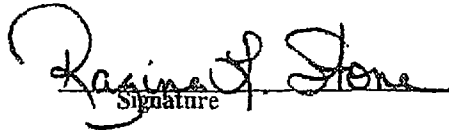
FICTITIOUS BUSINESS NAME STATEMENT

to which this certificate is annexed is a true and correct copy published in said newspaper on

May 7, 14, 21, 28, 1998

I certify under penalty of perjury that the foregoing is true and correct, at Spring Valley, California, on

May 28, 1998

  
Signature

File No: 98 10002

SG00016

# **RESPONDENTS**

## **EXHIBIT 49**

PLEASE PRINT/TYPE  
INFORMATION  
AND RETURN ENTIRE FORM

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
COUNTY OF SAN DIEGO

1600 PACIFIC HIGHWAY, RM. 260  
P.O. BOX 121750 SAN DIEGO, CA 92112-1750  
(619) 237-0502

FILED

#2002-014853

MAY 16 2002  
08:47

SEE BACK OF FORM  
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 17.00  
EXPIRES: MAY 16 2007  
DEPUTY: PGENTSCH

THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

☐ Renewal Notification is an additional \$5.00 fee

a. SANTANA'S MEXICAN GRILL  
b. \_\_\_\_\_

(2) LOCATED AT: 580 SOUTH PACIFIC ST. SAN MARCOS CA 92069  
(Must have Street Address of Business including City, State, and Zip-- P.O. Box not acceptable)

Mailing Address: 2067 CECILIA TERR SAN DIEGO CALIF. 92110  
(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. ☐ An Individual E. ☐ Joint Venture I. ☐ A Limited Liability Company  
B. ☐ Husband and Wife F. ☒ A Corporation J. ☐ An Unincorporated Association-Other than a Partnership  
C. ☐ A General Partnership G. ☐ A Business Trust K. ☐ Other (Please Specify)  
D. ☐ A Limited Partnership H. ☐ Co-Partners

(4) THE FIRST DAY OF BUSINESS WAS: 12/10/01 OR IF NOT YET STARTED, CHECK HERE ☐

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 SANTANA'S GRILL, INC. #2 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated Owner's Name or Corporation Name if incorporated  
CALIFORNIA \_\_\_\_\_  
Residence Address or give STATE if incorporated Residence Address or give STATE if incorporated  
City State Zip City State Zip  
#3 \_\_\_\_\_ #4 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated Owner's Name or Corporation Name if incorporated  
Residence Address or give STATE if incorporated Residence Address or give STATE if incorporated  
City State Zip City State Zip

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) \_\_\_\_\_  
(Signature of Registrant)

ABELARDO SANTANA LEE  
(Print name of person signing and, if Corporate Officer, also state title)  
President

HIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.  
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW  
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.  
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF  
ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).  
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S  
RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original  
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By PGENTSCH Deputy

Claudia Vallarta  
Respondent's Ex. 49  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

FOR BANK AND OTHER AGENCY

Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 50**

PLEASE PRINT/TYPE  
INFORMATION  
AND RETURN ENTIRE FORM

GREGORY J. SMITH  
RECORDER/COUNTY CLERK  
COUNTY OF SAN DIEGO  
1600 PACIFIC HIGHWAY, RM. 260  
P.O. BOX 121750 SAN DIEGO, CA 92112-1750  
(619) 237-0502

FILED

#2003-029687

SEP 15 2003  
14:30

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 20.00  
EXPIRES: SEP 15 2008  
DEPUTY: COUNT004

SEE BACK OF FORM  
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

### FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

☐ Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN GRILL

b. SANTANAS MEXICAN FOOD

(2) LOCATED AT: 719 W. WASHINGTON ST #3976 EAGLE ST 9210 SAN DIEGO, CA  
(Must have Street Address of Business including City, State, and Zip -- P.O. Box not acceptable)

Mailing Address: 5852 BOX CANYON RD LA JOLLA, CA 92037  
(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- |   |  |  |
|---|--|--|
| A. <input type="checkbox"/> An Individual         | E. <input type="checkbox"/> Joint Venture            | I. <input type="checkbox"/> A Limited Liability Company                            |
| B. <input type="checkbox"/> Husband and Wife      | F. <input checked="" type="checkbox"/> A Corporation | J. <input type="checkbox"/> An Unincorporated Association-Other than a Partnership |
| C. <input type="checkbox"/> A General Partnership | G. <input type="checkbox"/> A Business Trust         | K. <input type="checkbox"/> Other (Please Specify)                                 |
| D. <input type="checkbox"/> A Limited Partnership | H. <input type="checkbox"/> Co-Partners              |  |

(4) THE FIRST DAY OF BUSINESS WAS: 1 / 1 OR IF NOT YET STARTED, CHECK HERE ☒

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 SANTANAS GRILL, INC. #2 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated

CALIFORNIA  
Residence Address or give STATE if incorporated

City State Zip

Owner's Name or Corporation Name if incorporated

Residence Address or give STATE if incorporated

City State Zip

#3 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated

Residence Address or give STATE if incorporated

City State Zip

#4 \_\_\_\_\_  
Owner's Name or Corporation Name if incorporated

Residence Address or give STATE if incorporated

City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) Claudia Santana  
(Signature of Registrant)

CLAUDIA SANTANA Vice Pres.  
(Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.  
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW  
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).  
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S  
RIGHTS ESTABLISHED UNDER LAW.



### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original  
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By Claudia Vallarta Deputy

Claudia Vallarta  
Respondent's Ex. 50  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

SG00020

# **RESPONDENTS**

## **EXHIBIT 51**

PLEASE PRINT/TYPE  
INFORMATION  
AND RETURN ENTIRE FORM

RECORDER/COUNTY CLERK  
COUNTY OF SAN DIEGO  
1600 PACIFIC HIGHWAY, RM. 260  
P.O. BOX 121750 SAN DIEGO, CA 92112-1750  
(619) 237-0502

FILED

#2004-016750

MAY 12 2004  
12:45

SEE BACK OF FORM  
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT  
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME  
FILED ON SAME STATEMENT AND DOING  
BUSINESS AT THE SAME LOCATION  
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS  
OF ONE OWNER

GREGORY J. SMITH  
SAN DIEGO COUNTY RECORDER/CLERK  
FEES: 20.00  
EXPIRES: MAY 12 2009  
DEPUTY: COUNTGGS

THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

### FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

☐ Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD

b. SANTANAS MEXICAN GRILL

(2) LOCATED AT: 2303 GARNET AVE SAN DIEGO CA 92109  
(Must have Street Address of Business including City, State, and Zip -- P.O. Box not acceptable)

Mailing Address: \_\_\_\_\_

(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. ☐ An Individual E. ☐ Joint Venture I. ☐ A Limited Liability Company  
B. ☐ Husband and Wife F. ☒ A Corporation J. ☐ An Unincorporated Association-Other than a Partnership  
C. ☐ A General Partnership G. ☐ A Business Trust K. ☐ Other (Please Specify)  
D. ☐ A Limited Partnership H. ☐ Co-Partners

(4) THE FIRST DAY OF BUSINESS WAS: 1 / 1 OR IF NOT YET STARTED, CHECK HERE ☒

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 <u>SANTANAS GRILL, INC.</u>	#2 _____
Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
<u>CA</u>	_____
Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____	_____
City State Zip	City State Zip
#3 _____	#4 _____
Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
_____	_____
Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____	_____
City State Zip	City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature]  
(Signature of Registrant)

CLAUDIA V. SANTANA Vice Presi  
(Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.  
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW  
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.  
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).  
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S  
RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION  
I hereby certify that the foregoing is a full, true and correct copy of the original  
on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By \_\_\_\_\_ Deputy

Claudia Vallarta  
Respondent's Ex. 51  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 52**



... Es Muy Bueno

Case No. 92043152

Claudia Vallarta  
Respondent's Ex. 52  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

52-1



... Es Muy Bueno

HOME OF FAMOUS  
CALIFORNIA  
BURRITO

# **RESPONDENTS**

## **EXHIBIT 53**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

**United States Patent and Trademark Office**

Reg. No. 2,634,976

Registered Oct. 15, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**SANTANA'S MEXICAN GRILL**

SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)  
2067 CECELIA TERRACE  
SAN DIEGO, CA 92110

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "MEXICAN GRILL", APART FROM  
THE MARK AS SHOWN.

FOR: RESTAURANT SERVICES, IN CLASS 42  
(U.S. CLS. 100 AND 101).

SER. NO. 76-345,537, FILED 12-5-2001.

FIRST USE 7-0-1998; IN COMMERCE 7-0-1998.

SHAVELL MCPHERSON, EXAMINING ATTORNEY

Claudia Vallarta  
Respondent's Ex. 53  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 54**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

**United States Patent and Trademark Office**

Reg. No. 2,682,978

Registered Feb. 4, 2003

**SERVICE MARK  
PRINCIPAL REGISTER**



SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)  
2067 CECELIA TERRACE  
SAN DIEGO, CA 92110

FORNIA BURRITO", APART FROM THE MARK AS SHOWN.

FOR: RESTAURANT SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

THE ENGLISH TRANSLATION OF "ES MUY BUENO" IS "IT'S VERY GOOD".

FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

SER. NO. 76-345,542, FILED 12-5-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEXICAN FOOD" AND "CALI-

JEFFERY COWARD, EXAMINING ATTORNEY

Claudia Vallarta  
Respondent's Ex. 54  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 55**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,682,978

United States Patent and Trademark Office

Registered Feb. 4, 2003

Amended

OG Date Feb. 17, 2004

SERVICE MARK  
PRINCIPAL REGISTER



SANTANA'S GRILL, INC. (CALIFORNIA  
CORPORATION)  
2067 CECELIA TERRACE  
SAN DIEGO, CA 92110

THE ENGLISH TRANSLATION OF "ES  
MUY BUENO" IS "IT'S VERY GOOD".

NO CLAIM IS MADE TO THE EXCLU-  
SIVE RIGHT TO USE "MEXICAN FOOD"  
AND "CALIFORNIA BURRITO", APART  
FROM THE MARK AS SHOWN.

FOR: RESTAURANT SERVICES, IN  
CLASS 42 (U.S. CLS. 100 AND 101).  
FIRST USE 0-0-1993; IN COMMERCE  
0-0-1993.  
SER. NO. 76-345,542, FILED 12-5-2001.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Feb. 17, 2004.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

Claudia Vallarta  
Respondent's Ex. 55  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 56**

SANT.002T

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Santana's Grill, Inc.	)
			)
Reg. No.	:	2,682,978	)
			)
Registered	:	February 4, 2003	)
			)
Mark	:	SANTANA'S MEXICAN	)
		FOOD ... ES MUY BUENO	)
		Etc. and Design	)
			)
Law Office	:	106	)
			)

---

REQUEST FOR CORRECTED REGISTRATION CERTIFICATE DUE TO ERROR BY  
REGISTRANT UNDER 37 C.F.R. § 2.175

BOX POST REG FEE  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3514

Dear Sir:

The Registrant in the above-identified Registration hereby states that the certificate of registration for this mark contains an error that occurred in good faith and through the fault of Registrant, and therefore requests issuance of a Certificate of Correction pursuant to Section 7(h) of the Trademark Act of July 5, 1946, as amended.

The date of first use of the mark and the date of first use of the mark in commerce originally provided in Application Serial No. 76/345,542 were the dates the Applicant first used the words "Santana's Mexican Food" in conjunction with its services. The mark for which registration was applied, combining these words with design elements, was not developed and used until about 1993. Therefore, while the Applicant used the words alone prior to 1993, the date of first use of the above-referenced composite mark is on or before 1993 and the date of first

11/07/2003 TSMITH 00000029 2682978

01 FC16212

100.00 00

Case No. 92043152

Claudia Vallarta  
Respondent's Ex. 56  
Gallego v Santana's  
4/4/08 - 3 pgs  
V.R. Weiss, CSR

56-1

Mark : SANTANA'S MEXICAN FOOD ... ES MUY BUENO Etc. and Design  
Reg. No. : 2,682,978

use in commerce is on or before 1993. This error arose in good faith as the Applicant for this mark provided the dates of use for the words alone and not for the composite mark that was registered.

The original certificate of registration is enclosed herewith for endorsement of the correction. The fee of \$100 required by Rule 2.6(a)(9) is submitted herewith.

Mark : SANTANA'S MEXICAN FOOD ... ES MUY BUENO Etc. and Design  
Reg. No. : 2,682,978

Declaration Under 37 C.F.R. § 2.20

I, Claudia Santana, declare that I am Vice President of Santana's Grill, Inc. and am authorized to make this declaration on its behalf; that I executed the application filed as Serial No. 76/345,542 on November 27, 2001, which matured into the registration now sought to be corrected; that the term "Santana's Mexican Food" has been in use in conjunction with restaurant service since as early as 1988, in accordance with the original application; that the mark registered and incorporating this term was not used or used in commerce until about 1993; that I misunderstood what date was to be provided in the application and mistakenly believed it was the date of use or use in commerce of the words "Santana's Mexican Food"; that the attorney who prepared Application Serial No. 76/345,542 did not provide legal representation of the Registrant Corporation until 2001 and therefore relied on information I provided relating to the dates of first use and first use in commerce; that this error occurred without any intent to deceive the U.S. Patent and Trademark Office or the public when the dates of use and use in commerce were provided and when Application Serial No. 76/345,542 was executed.

I declare further that all statements made herein of my own knowledge and belief are believed to be true and these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document and the registration to which it relates.

SANTANA'S GRILL, INC.

Dated: 10-20-03

By: Claudia Santana

Name: CLAUDIA V. SANTANA

Title: Vice President

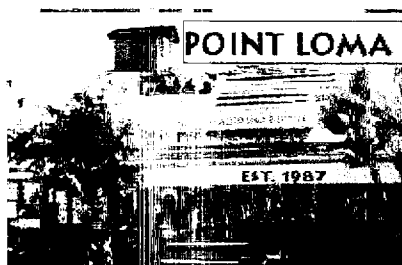
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# **RESPONDENTS**

## **EXHIBIT 57**

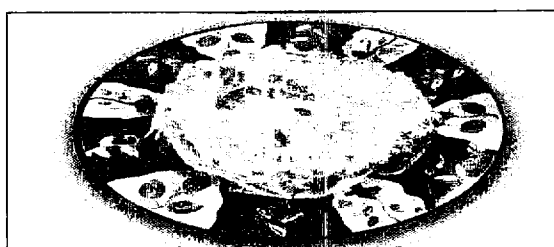
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## ENING SOON IN



**SANTANA'S**  
MEXICAN GRILL

HOME OF FAMOUS  
CALIFORNIA  
BURRITO



Thanks to you we have been serving you in San Diego, since 1987. We believe that **FRESHER is BETTER** that's why our food is made every day in our premises and our Tortillas, Meat, Poultry and Produce are delivered daily. We use 100% oil and no preservatives. We thank you again for the opportunity of letting us serve you, and for those that haven't tried our food we dare you to do so!!! We also offer A **FREQUENT EATER CARD**, **ATM MACHINE**, A **FRESH SALSA BAR** when you dine-in at all our locations and for your convenience we are:

**OPEN 24/7**



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ESTORE\*CABO SAN LUCAS SWEEPSTAKES  
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Claudia Vallarta  
Respondent's Ex. 57  
Gallego v Santana's  
4/4/08 - 22 pgs  
V.R. Weiss, CSR

Case No. 92043152



## Santanas Mexican Grill

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#### Santanas Ladie's Wrist Watch



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#### Santanas Men's Wrist Watch



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#### Santanas Round Wallclock



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Redondo

Price : \$28.00

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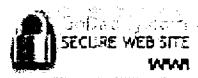


Reloj  
para h  
Price:

[Terms and Conditions](#) [About Us](#)

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PayPal



MAR 28 2008 15:10:37

SSL Certificates



# Santanas Mexican Grill

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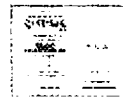
[SWEATSHIRTS](#)

[TSHIRTS](#)



[ACCESORIES \(3\)](#)

Accesorios



[GIFT CERTIFICATES](#)

(10)  
Certificados



[HATS \(4\)](#)

Gorras



[JACKETS \(1\)](#)

JACKETS



[SHIRTS \(6\)](#)

Camisas



[SWEATSHIRTS](#)

(2)  
Sudaderas



[TSHIRTS \(6\)](#)

Camisetas

### Santanas Knit Cap



Uncuffed Knit Cap

Price : \$11.25

[Add To Cart](#)

## Feat

**Santana  
Cap**

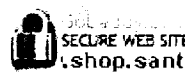


Uncuffed  
Price: \$11.25

[Terms and Conditions](#) [About Us](#)

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**PayPal**

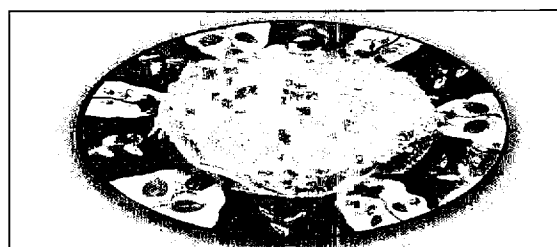
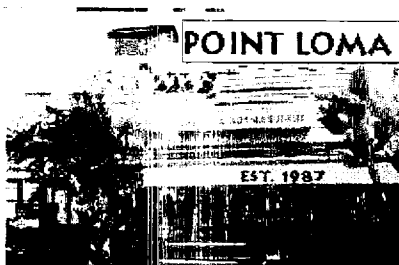


MAR 28 2008 15:09:57

SSL Certificates

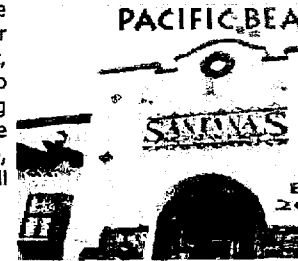
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# POWAY!!!



Thanks to you we have been serving you in San Diego, since 1987. We believe that **FRESHER is BETTER** that's why our food is made every day in our premises and our Tortillas, Meat, Poultry and Produce are delivered daily. We use 100% oil and no preservatives. We thank you again for the opportunity of letting us serve you, and for those that haven't tried our food we dare you to do so!!! We also offer A **FREQUENT EATER CARD**, **ATM MACHINE**, A **FRESH SALSA BAR** when you dine-in at all our locations and for your convenience we are:

**OPEN 24/7**



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ESTORE\*CABO SAN LUCAS SWEEPSTAKES  
© Santanas. Friday, March 28, 2008

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## OR CREDIT CARD



## CHRISTMAS WEEK 2005

**2nd Cabo San Lucas Sweepstakes Winners.....Congratulations !**




Thanks for the Cabo trip Santana's! The weather was great, the accomidations were top notch, and the whole experience was awesome. Laying on the beach in the sun a week before Christmas was really relaxing. The night life in the city was also a lot of fun. It was nice to get away from the city during the Holiday season. The prize was definately appreciated. I live right next to your Mission Hills location and eat there all the time. I'm banking on winning the next trip, so I'll see you next year.

Thanks again,  
Gavin Edwards

other stores. Everything was wonderful and this was truly one of the best trips I have ever taken. Thank you Santana's for giving me this experience.

Jamie O'Hare



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ESTORE\*CABO SAN LUCAS SWEEPSTAKES  
© Santanas. Friday, March 28, 2008



TRAVIS SANDOVAL



Santanass thank you very much for the trip to CABO it was the best time of my life. I brought a few friends of mine with me down to Cabo to stay with me in our penthouse suite it was gorgeous, with beautiful views on our HUGE balcony with a jacuzzi on it. The hacienda del mar was the nicest place I have ever stayed at in my life. The beach that was in front of our place was huge and the pools were amazing, i was living like a king for a week in paradise.

TRAVIS JONES



### **1st Cabo San Lucas Sweepstakes Winners Testimonial**



My experience in Cabo San Lucas was absolutely amazing and would not have been possible without Santana's. Who really ever thinks they're going to win a contest where the prize is a trip? ..But I did and had the time of my life. The hotel, the attractions, and the view were all far above my expectations.

The hotel, the Hacienda Del Mar, was the nicest hotel I have ever stayed in. The service was incredible. Every employee was friendly and very helpful. Our room was very large and was gorgeous from the style down to the intricate details such as the bed spread. Our room looked out into the ocean. There were 6 pools throughout the hotel. Three of them were vanishing edge pools that overlooked the ocean. One of them had a pool bar, and all six of them were beautiful. The water temperature was great and the pool side service was fast and delicious. The ocean view was incredible and the water was clear and all different shades of turquoise. The white sandy beaches with little huts to block the sun were perfect for laying out. The hotel offered all kinds of activities including pool volleyball, water aerobics, crafts, a full service spa, 3 bars and restaurants, and shuttles to and from the town.

The town of Cabo San Lucas was brimming with activity. The hotel shuttle brought us into the middle of downtown. The town offers great restaurants, shopping, and activities. We participated in the sunset dinner cruise that took off from the harbor, which I highly suggest to anyone going to Cabo. It offered a cruise around the famous Arches, 3 course dinner, entertainment, and an open bar. There was snorkeling, glass bottom boats, and fishing in the harbor. Everywhere we went there was great food, great people, and for all the ladies, great shopping.

The weather was fantastic the entire time we were there. It was mid 80's and a little humid, so it wasn't too hot. Everything we needed was right there at the hotel, including a grocery store, a hospitality center, and several

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NOW A



**DINE IN OR DRIVE THRU**

**BUY ANY THREE ITEMS FOR  
THE PRICE OF TWO**

**CLICK HERE TO PRINT**

COUPON MUST BE PRESENTED  
PLEASE MENTION COUPON BEFORE ORDERING

- MUST PURCHASE TWO 24 OZ BEVERAGES
- VALID AT ALL LOCATIONS
- LIMIT ONE PER PARTY PER DAY
- NOT VALID WITH ANY OTHER OFFER
- YOUR ITEM OF THE LOWEST PRICE VALUE WILL BE FREE

NAME:  
SIGNATURE:  
(REQUIRED AT TIME OF PURCHASE)  
DATE:

**EXPIRES 06/30/08**

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## 3 ALL MAJOR CR



### Contact Information

Enter Your Name:

Enter Your Phone Number:

Enter Your Email:

### Dear Santana's:

Place Comments in here!

Submit

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NOV



## **1 LB. CALIFORNIA**

**GRILLED CARNE ASADA \* ACHIOTE OR GRILLED CHICKEN  
WITH POTATOES, SALSA MEXICANA AND CHEDDAR CHEESE**

**\$ 4.25**

**CARNE ASADA  
GRILLED CHICKEN \* CARNITAS  
WITH SALSA MEXICANA & GUACAMOLE**

**\$ 4.25**

**ACHIOTE CHICKEN  
GRILLED ACHIOTE CHICKEN WITH RICE & BEANS  
\$ 4.25**

## **1 LB. VEGGIE**

**WITH YOUR CHOICE OF ANY FOUR ITEMS:**

**BEANS \* RICE \* LETTUCE \* POTATOES  
GUACAMOLE \* MEXICAN SALSA \* CHEESE  
SOUR CREAM \* GRILLED MUSHROOMS**

**\$ 4.00**

## **BEAN AND CHEESE**

**\$ 2.75**



## **CHICKEN CHIMICHANGA**

**GRILLED CHICKEN AND BEANS TOPPED WITH  
LETTUCE, MEXICAN SALSA, CHEDDAR & COTIJA CHEESE  
& SIDE ORDERS OF GUACAMOLE AND SOUR CREAM**

**\$ 5.50**

## **SHRIMP BURRITO**

**GRILLED SHRIMP, MEXICAN SALSA &  
ACHIOTE SAUCE WITH RICE AND A ZEST OF LEMON**

**\$ 5.00**

## **FISH**

**CRISPY BATTERED FISH, SHREDDED CABBAGE,  
MEXICAN SALSA AND OUR CREAMY TOMATILLO SAUCE**

**\$2.60**

## **4 BEEF ROLLED TACOS**

**WITH CHEESE \$ 2.00**

**WITH GUACAMOLE AND CHEESE \$ 2.50**

## **3 CHICKEN FLAUTAS**

**WITH CHEESE \$ 1.80**

**WITH GUACAMOLE AND CHEESE \$ 2.75**

## **QUEPASSES**



## **TECATE**

**ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA AND  
JACK CHEESE, SERVED WITH SIDES OF SOUR CREAM,  
GUACAMOLE, MEXICAN SALSA & CHIPS.**

## **FISH BURRITO**

**CRISPY BATTERED FISH, SHREDDED CABBAGE  
MEXICAN SALSA AND OUR CREAMY TOMATILLO SAUCE**

**\$ 4.25**

*Now you can make any of your favorite burritos into a bowl*

*Now you can make any of your favorite burritos into a bowl*

**NOW YOU CAN MAKE ANY OF YOUR  
FAVORITE BURRITOS INTO A BOWL**



**CARNE ASADA \* GRILLED CHICKEN  
OR CARNITAS**

**WITH GUACAMOLE AND MEXICAN SALSA**

**\$2.60**

**BEEF (SHREDDED) OR ACHIOTE CHICKEN**

**WITH LETTUCE, CHEDDAR AND ENCHILADO CHEESES**

**\$2.60**

**\$ 5.50**

## **QUESOMUCH**

**ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA,  
JACK CHEESE AND MUSHROOMS, SERVED WITH SIDES OF  
MEXICAN SALSA & CHIPS.**

**\$ 5.50**

## **VALLARTA**

**GRILLED CHICKEN OR CARNE ASADA AND  
JACK CHEESE, SERVED WITH SIDES OF BEANS,  
SOUR CREAM, MEXICAN SALSA & CHIPS.**

**\$ 5.50**

## **JACK OR CHEEDAR CHEESE**

**\$ 2.75**



## **BEANS OR CHICKEN**

**TOPPED WITH BEANS, SOUR CREAM, CHEDDAR  
AND COTIJA CHEESE AND LETTUCE**

**\$ 3.00**



## **PLAIN**

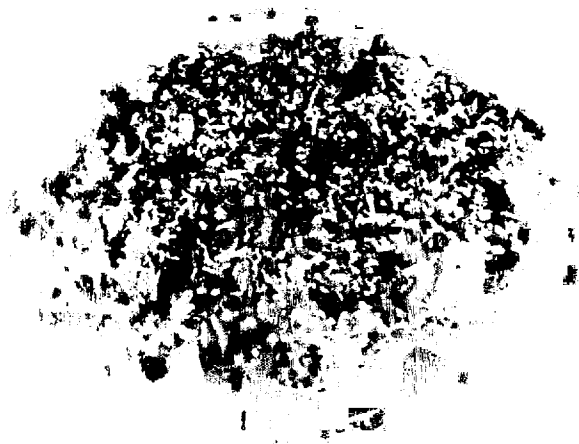
**1/2 ORDER \$ 0.75**

**FULL ORDER \$ 1.50**

## **CHEESE & GUACAMOLE**

**1/2 ORDER \$ 2.00**

**FULL ORDER \$ 3.75**



**CARNE ASADA, ACHIOTE OR  
GRILLED CHICKEN CHIPS OR FRIES  
SERVED WITH COTIJA & CHEDDAR CHEESE  
BEANS, GUACAMOLE, SOUR CREAM & MEXICAN SALSA**

**1/2 ORDER \$ 4.00**

**FULL ORDER \$ 6.00**



**CARNE ASADA \* ACHIOTE OR  
GRILLED CHICKEN \* HAM AND CHEESE**  
WITH LETTUCE AND GUACAMOLE  
**\$ 4.00**



**CHORIZO (MEXICAN SAUSAGE) OR  
MACHACA (SHREDDED BEEF AND VEGETABLES)**  
**BURRITO OR TORTA**  
WITH 2 EGGS  
**\$ 4.00**

**BUENOS DIAS BURRITO**  
WITH 2 EGGS, POTATOES, BACON, MEXICAN SALSA  
AND CHEESE  
**\$ 4.00**

**PANCHO BURRITO**  
WITH 2 EGGS, HAM, POTATOES AND CHEESE

**\$ 4.00**

**COCAIN MARIKULI LA ES**

**WITH RICE, BEANS & CHIPS**

**W/BEANS & CHIPS OR TORTILLAS**

**1**

**\$ 6.00**

**CARNE ASADA \* GRILLED CHICKEN**

**ACHIOTE CHICKEN \* CARNITAS**

**SHRIMP**

**SERVED WITH SIDES OF GUACAMOLE, MEXICAN SALSA  
LETTUCE & (3) CORN OR (2) FLOUR TORTILLAS**



**2**

**\$ 6.00**

**TACOS (2)**

**CARNE ASADA \* BEEF \* ACHIOTE CHICKEN  
GRILLED CHICKEN \* CARNITAS \* FISH**

**3**

**\$5.25**

**BEEF ROLLED TACOS(4)**  
**CHICKEN FLAUTAS(3)**  
WITH LETTUCE, MEXICAN SALSA,  
SOUR CREAM AND CHEDDAR CHEESE



4

\$ 5.50

**BURRITO (1)**  
CARNE ASADA \* GRILLED CHICKEN  
ACHIOTE CHICKEN \* CARNITAS  
CALIFORNIA CARNE ASADA  
CALIFORNIA ACHIOTE CHICKEN  
CALIFORNIA GRILLED CHICKEN \* FISH

5

\$6.00

**CHEESE OR CHICKEN**  
**ENCHILADAS(2)**  
WITH SOUR CREAM AND CHEESE  
**GREEN** MILD TOMATILLO SAUCE  
**RED** CHILE PASILLA SAUCE



**VANILLA FLAN**  
CUSTARD

**\$ 1.75**



**BEANS \* RICE \* SOUR CREAM  
MEXICAN SALSA**

**8 OZ**

**\$ 1.50**

**GUACAMOLE \* CHEESE \* CARNE ASADA  
ACHIOTE OR GRILLED CHICKEN**

**8 OZ**

**\$ 3.00**



**ONLY INSIDE YOUR ORDER**

**RICE \* BEANS \* SOUR CREAM  
CHEESE \* MEXICAN SALSA  
LETTUCE**

**\$ 0.50**

**GUACAMOLE \* GRILLED MUSHROOMS**

**\$ 0.70**



**LEMONADE \* JAMAICA \* GUAVA  
HORCHATA \* PINA \* TAMARINDO**

**COKE \* DIET COKE \* SPRITE \*  
MINUTE MAID ORANGE SODA**

**24 oz \$ 1.30**

**32 oz \$ 1.90**

**BOTTLED WATER**

**\$ 1.30**

**MILK 8OZ**

**ORANGE JUICE 100Z**

**\$ 1.00**

**ALL ITEMS PLUS TAX**



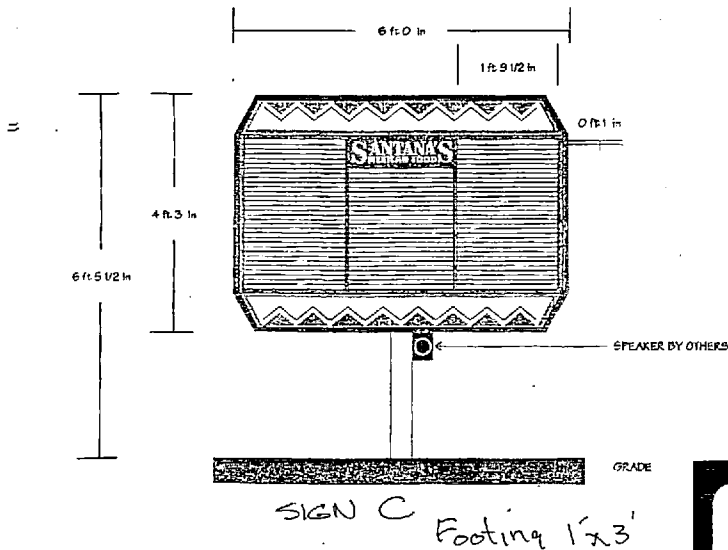
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# **RESPONDENTS**

## **EXHIBIT 58**

# #11 CARNE ASADA PLATE

FULL SIZE GRAPHICS



#11 CARNE ASADA PLATE	4.45
INCLUDING TWO CORN TORTILLAS	
#12 TWO FISH TACOS	3.45

## TYPICAL MENU LAYOUT

- NEW SINGLE FACED INTERNALLY ILLUMINATED LEXAN FACED MENU DISPLAY SCALE 1/2"=1'-0"
- USE STANDARD SHEET METAL CONSTRUCTION WITH SEMI GLOSS ENAMEL FINISH
- DECORATE FIRST AND SECOND SURFACE OF CLEAR LEXAN WITH PRESSURE SENSITIVE VINYL GRAPHICS.
- USE SECOND SURFACE DECOR FOR ALL GRAPHICS EXCEPT PRICES.
- SEE COLORED ART FOR EXACT COLOR MATCHES.
- PAINT CABINET RED, POLE WHITE.
- ILLUMINATE WITH 10W/0 FLUORESCENT TUBES AT 1'-0" ON CENTER.
- VERIFY EXACT LOCATION PRIOR TO INSTALLATION.
- SIGN TO BE UL APPROVED AND BEAR UL LABEL

PROJECT TITLE SANTANA'S  
ADDRESS 1525 MORENA BOULEVARD, SAN DIEGO  
ACCOUNT EXECUTIVE JOHN HADAYA

FILE #SANTANO1 DESIGN #94247 REVISED APRIL 12, 1994 DAG

CARNE ASADA  
Respondent's Ex. 58  
Gallego v Santana's  
4/4/08 - 1 pg  
V.R. Weiss, CSR

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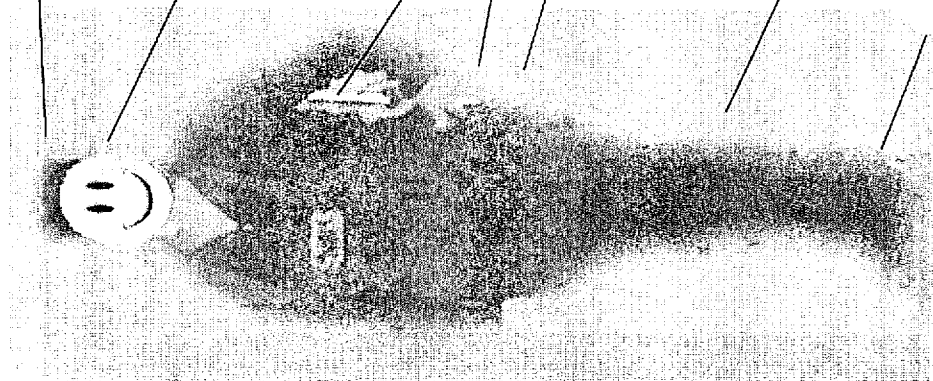
Case No. 92043152

# **RESPONDENTS**

## **EXHIBIT 59**

# UNIFORM REQUIREMENTS

**WOMEN**



**HAT**

**SHORT HAIR**

**HAIR IN A PONY TAIL OR NET**

**SHAVED**

**BLACK SWEATSHIRT OR T-SHIRT**

**CLEAN HANDS**

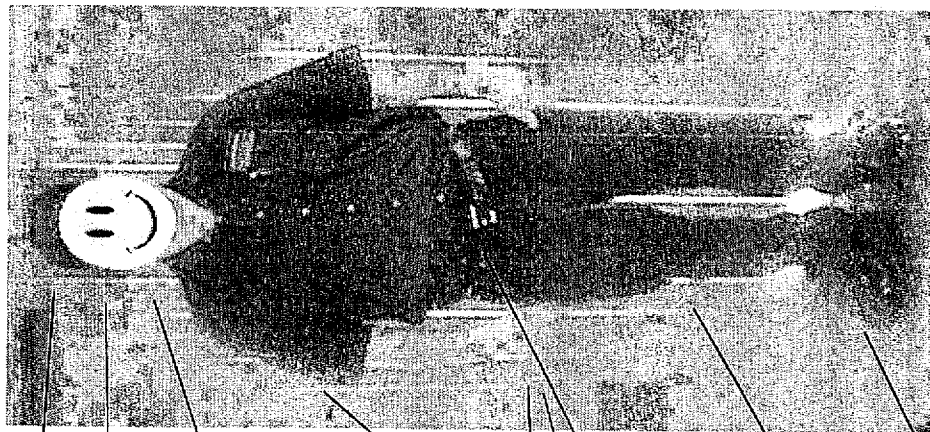
**SHORT NAILS**

**BLACK BELT**

**BLACK PANTS**

**BLACK SHOES**

**MEN**



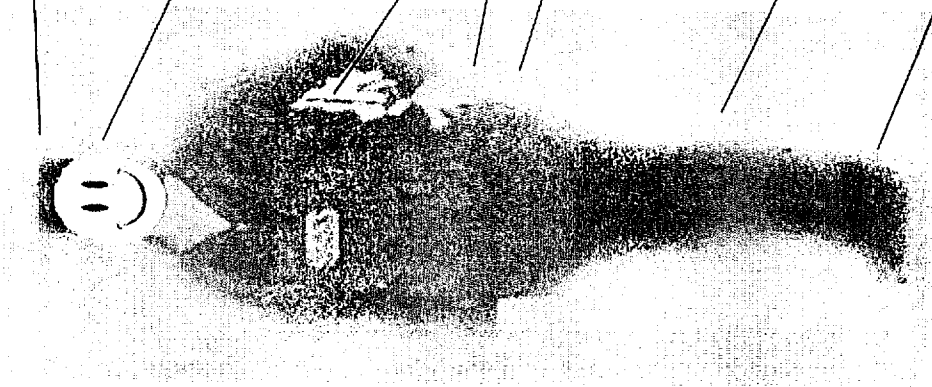
Case No. 92043152

Claudia Vallarta  
Respondent's Ex. 59  
Gallego v Santana's  
4/4/08 - 2 pgs  
V.R. Weiss, CSR

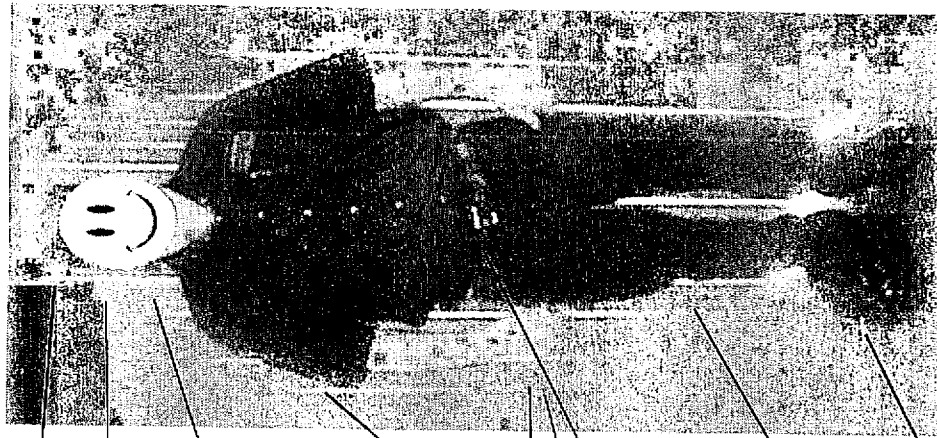
59-1

## UNIFORME REQUERIDO

MUJER



HOMBRE



BOINA

PELO CORTO

PELO RECOGIDO

AFEITADOS

CAMISA O SUDADERA NEGRA

MANOS LIMPIAS

UÑAS CORTAS

CINTO NEGRO

PANTALON NEGRO

ZAPATOS NEGROS

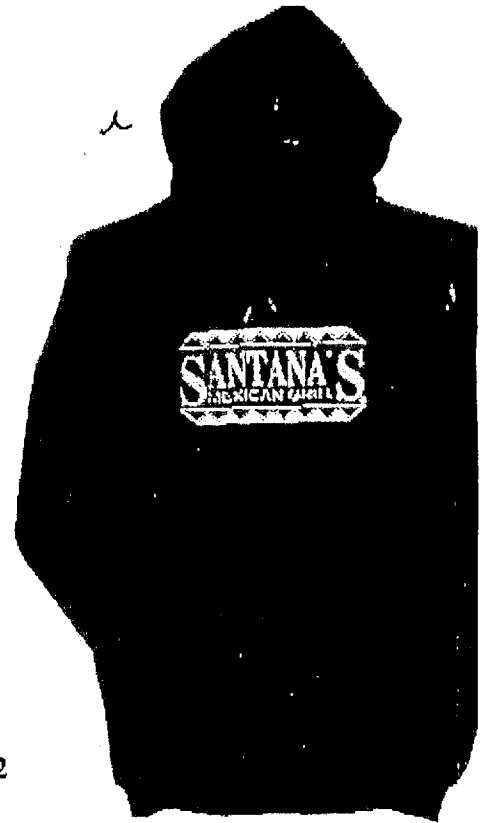
# **RESPONDENTS**

## **EXHIBIT 60**



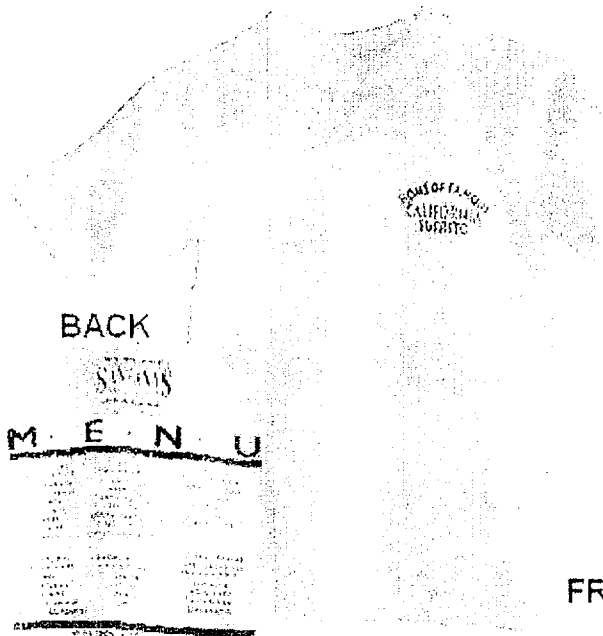
**CAP**  
**2000 POINTS**  
**ESTORE PRICE \$ 12.95**

Case No. 92043152

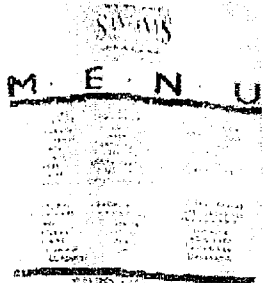


**SWEATSHIRT**  
**4300 POINTS**  
**ESTORE PRICE \$ 33.95**

Claudia Vallarta  
 Respondent's Ex. 60  
 Gallego v Santana's  
 4/4/08 - 3 pgs  
 V.R. Weiss, CSR



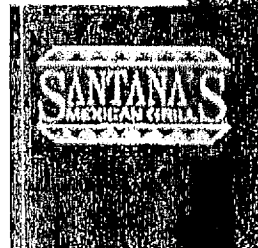
BACK



**KID'S TSHIRT**



LOGO



FRONT

**SHIRT**

60-1

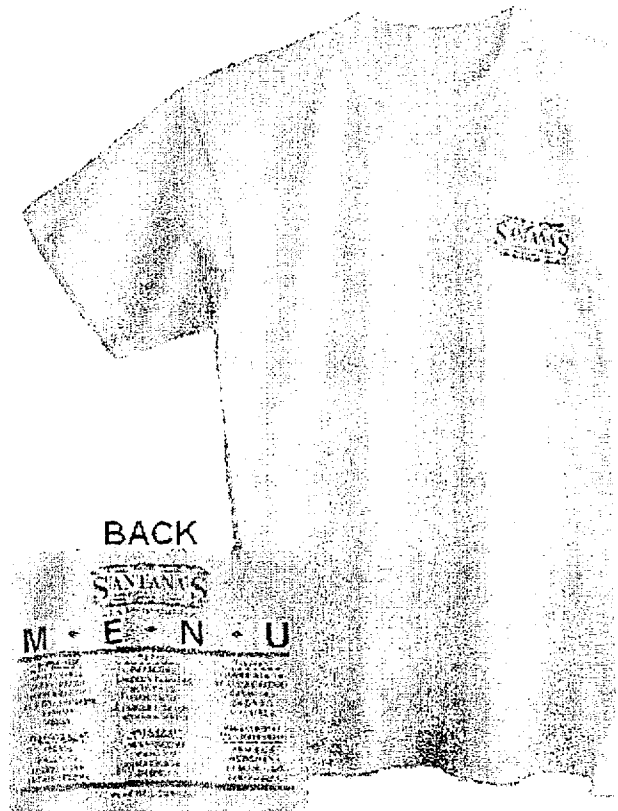
2.

**4200 POINTS**  
**ESTORE PRICE \$ 32.95**



**WALL CLOCK**  
**3300 POINTS**  
**ESTORE PRICE \$ 24.95**

**3650 POINTS**  
**ESTORE PRICE \$ 27.95**



**TSHIRT**  
**1350 POINTS**  
**ESTORE PRICE \$ 6.95**

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 ESTORE\*JOIN OUR ECLUB\*EMPLOYMENT\*CABO SAN LUCAS SWEEPSTAKES  
 © Santanas. Monday, July 17, 2006

60-3

# **RESPONDENTS**

## **EXHIBIT 61**

a Control number		22222		For Official Use Only OMB No. 1545-0008	
b Employer's identification number		33-0492701			
c Employer's name, address, and ZIP code		SANTANAS MEXICAN FOOD 1480 ROSECRANS ST. SAN DIEGO, CA 92106			
d Employee's social security number		[REDACTED]			
e Employee's name (first, middle initial, last)		Arturo Santana-Lee  411 BROADWAY EL CAJON, CA 92021			
f Employee's address and ZIP code		16 State Employer's state I.D. No. 387-6747-1			
1 Wages, tips, other compensation	2 Federal income tax withheld	3 Social security wages	4 Social security tax withheld	5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips	9 Advance EIC payment	10 Dependent care benefits	11 Nonqualified plans	12 Benefits included in box 1
13 See Instrs. for box 13	14 Other SDI	15 Statutory employee	Deceased	Pension plan	Legal rep.
16 State		17 State wages, tips, etc.	18 State income tax	19 Locality name	20 Local wages, tips, etc.
21 Local income tax		22 Local income tax			

Claudia Vallarta  
Respondent's Ex. 61  
Gallego v Santana's  
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V.R. Weiss, CSR

Department of the Treasury—Internal Revenue Service  
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 10134D

W-2 Wage and Tax Statement 1997

Copy A For Social Security Administration

Case No. 92043152

61-1

COMPUTER BAT

. 97-4

A P-1005

TOTAL WAGES  
TOTAL EMPLOYEES

13,650.60  
5

- 13,650.60  
5

13,391.63

18,284.61  
13

13

PAGE 8 OF 10

61-2